



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

KENNETH HAHN HALL OF ADMINISTRATION
225 NORTH HILL STREET, ROOM 130
P. O. BOX 512102, LOS ANGELES, CALIFORNIA 90051-4917



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

Telephone
(213) 974-0871

Telecopier
(213) 680-3648

April 7, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENTS TO PURCHASE
"TAX DEFAULTED SUBJECT TO POWER TO SELL" PROPERTIES
SUPERVISORIAL DISTRICT 2 - AGREEMENT 2347
SUPERVISORIAL DISTRICT 2 - AGREEMENT 2613
(3 VOTES)**

2009 MAR 25 PM 3:28
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

FILED

SUBJECT

The Working In Neighborhood (WIN) Project is seeking to buy two (2) tax-defaulted properties through the Chapter 8 Agreement sale process. The Chapter 8 Agreement sale is designed to allow eligible government agencies and non-profit organizations the opportunity to buy tax-defaulted property for a qualifying public purpose or benefit. The Working In Neighborhood (WIN) Project intends to utilize the properties for low-income housing purposes.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign the Purchase Agreements of "Tax Defaulted Subject to Power to Sell" properties being acquired by The Working In Neighborhood (WIN) Project (non-profit organization) pursuant to the Revenue and Taxation Code, with revenue to be provided to recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcels and any remaining tax balance to be cancelled from the existing tax rolls; and approve publication of the Purchase Agreements of "Tax Defaulted Subject to Power to Sell" properties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The properties described in the agreements may be sold in accordance with the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code and with the policy adopted by Board action on November 24, 1970 as indicated on Attachment "A". Exhibit "C" attached to the Agreements, indicates the legal description and selling price of the parcels.

Upon approval, the attached agreements are to be signed by the Chairman and returned to the Tax Collector for transmittal to the State Controller for further approval. County Counsel has approved the agreements as to form.

The Chapter 8 Agreement sale procedure permits eligible non-profit organizations to acquire "Tax Defaulted Subject to Power to Sell" properties without the necessity of a public auction. The properties described in this letter will be acquired by one non-profit organization. The agreements are with The Working In Neighborhood (WIN) Project, which intends to utilize the properties for low-income housing purposes.

Implementation of Strategic Plan Goals

Approval of the agreements is in accordance with the Countywide Strategic Plan Goals of Fiscal Responsibility and Collaboration Across Jurisdictional Boundaries. Delinquent property taxes and costs are recovered, and limited-use parcels are identified for appropriate public purposes.

FISCAL IMPACT/FINANCING

Revenue will be provided to the County for apportionment among the affected taxing agencies, which will recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcels. Any remaining tax balance will be cancelled from the existing tax roll.

Existing appropriation is available in the current Treasurer and Tax Collector 2008-2009 Budget for publication costs. Publishing, in accordance with Section 3798 of the Revenue and Taxation Code, is the most cost-effective method of giving adequate notification to parties of interest.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chapter 8 Agreement sale procedure permits eligible non-profit organizations to acquire "Tax Defaulted Subject to Power to Sell" properties pursuant to Section 3791, et seq., of the Revenue and Taxation Code.

Attachment "B" is a summary of the non-profit organization's purchases. This attachment indicates the affected Supervisorial District and the public use for which the properties are being acquired. Moreover, we have included a copy of the relevant sections of the Revenue and Taxation Code pertaining to the Chapter 8 Agreement sale for your information. County Counsel has approved the agreements as to form. Attached to the agreements are the Assessor's parcel maps showing the dimensions and general location of the affected parcels.

Efforts will be made to contact the owners and parties of interest to inform them of their tax liabilities and the provisions for the redemption of the property pursuant to Section 3799 of the Revenue and Taxation Code.

Section 3798 of the Revenue and Taxation Code mandates notice of agreements to be published once a week for three (3) successive weeks in a newspaper of general circulation published in the County.

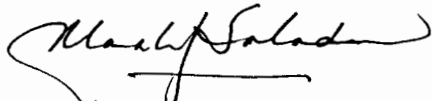
IMPACT ON CURRENT SERVICES (OR PROJECTS)

No impact.

CONCLUSION

Upon approval of the attached agreement form, the Department of Treasurer and Tax Collector will need all original documents returned for submission to the State Controller, as the State Controller's Office has the final approval of this and all Chapter 8 Agreements.

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

MJS:DJD:af

Attachments (88)

c: Assessor
Auditor-Controller
County Counsel

COUNTY OF LOS ANGELES
OFFICE OF THE TREASURER AND TAX COLLECTOR
HALL OF ADMINISTRATION
225 NORTH HILL STREET
LOS ANGELES, CALIFORNIA 90012

HAROLD J. OSTLY
TAX COLLECTION

November 17, 1970

W. T. KIDWELL
CHIEF DEPUTY

Board of Supervisors
383 Hall of Administration
Los Angeles, California 90012

Gentlemen:

TAX AGREEMENT SALES

RECOMMENDATION:

That the Tax Collector be directed to review all requests for agreement sales pursuant to Chapter 8 of the Revenue and Taxation Code and recommend to the Board whether such requests should be approved in whole, in part, or denied.

That the Tax Collector is further instructed to review and recommend the price to be paid for such sales which price, in the absence of special circumstances, shall not be less than the amount necessary to redeem the property pursuant to Part 7 of Division 1 of the Revenue and Taxation Code.

EXPLANATION:

This office has recently completed a review of the policies currently in use with regard to the acquisi-

000471

tion of tax deceded lands by taxing agencies under the authority of Chapter 8 of the Revenue and Taxation Code. This study showed that while present practices are in technical conformity with various statutory requirements, the \$1 per parcel price has remained constant since October 19, 1943.

It is the opinion of this office that the continuation of this nominal price is no longer in the best interest of the County and the other involved taxing agencies. The sale for a minimal fee of properties charged with sizable tax deficiencies results in substantial revenue losses to the County and other agencies.

The nominal fee can also result in requests for acquisition without adequate attention given to actual need by the requesting agency. The result is the removal of additional property from the tax base. If resold later as surplus, the proceeds accrue only to the acquiring agency.

Very truly yours,

ORIGINAL SIGNED

HAROLD J. OSTLY
TREASURER & TAX COLLECTOR

HJO:cm

cc: 1 Clerk of the Board
5 One for each Supervisor
1 Chief Administrative Officer
1 County Counsel
6 Communications

173

On motion of Supervisor Dorn, unanimously carried, the foregoing was adopted.

000472

SUMMARY OF NON-PROFIT AGENCY'S PURCHASE
SECOND SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2347

AGENCY

The Working In Neighborhood (WIN) Project
Non- Profit Organization

Selling price of this parcel
shall be \$ 105,759.00

Non-Profit Organization intends to
utilize the property for low-income
housing purposes.

<u>SUPERVISORIAL DISTRICT</u>	<u>LOCATION</u>	<u>PARCEL NUMBER</u>	<u>MINIMUM BID</u>
2 ND	CITY OF LOS ANGELES	6012-002-041	\$ 105,759.00

SUMMARY OF NON-PROFIT AGENCY'S PURCHASE

SECOND SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2613

AGENCY

The Working In Neighborhood (WIN) Project
Non-Profit Organization

Selling price of this parcel
shall be \$ 74,555.00

Non-Profit Organization intends to
utilize the property for low-income
housing purposes.

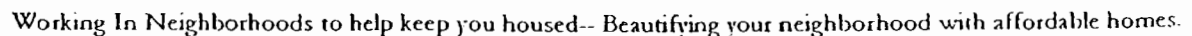
<u>SUPERVISORIAL DISTRICT</u>	<u>LOCATION</u>	<u>PARCEL NUMBER</u>	<u>MINIMUM BID</u>
2 ND	CITY OF LOS ANGELES	5104-023-022	\$ 74,555.00

AGREEMENT NUMBER 2347

**WORKING IN NEIGHBORHOOD
(WIN) PROJECT**

SECOND SUPERVISORIAL DISTRICT

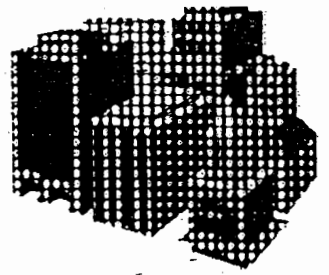
13900 Studebaker Rd. #26, Norwalk, CA 90650
(562) 864-6409 fax (562) 807-1883



The WIN Project

13900 Studebaker Rd. #26, Norwalk, CA 90650

(562) 864-6409 fax (562) 807-1883



Regina Young

Working In Neighborhoods to help keep you housed-- Beautifying your neighborhood with affordable homes.

Application to Purchase Tax-Defaulted Property from County

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: WORKING IN NEIGHBORHOOD (WIN) PROJECT
2. Corporate Structure – check the appropriate box below and provide corresponding information:
 - ☒ Nonprofit – provide Articles of Incorporation
 - ☐ Public Agency – provide mission statement (If redevelopment agency, also provide agency survey map)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity's corporate structure and the intended use of the parcel:

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

- ☐ No Purchase – State / county / taxing agency registering objection to preserve lien only
- ☐ Purchase by State / county / tax agency / revenue district / redevelopment agency / special district to preserve its lien
- ☐ Purchase by State / county / tax agency / revenue district / redevelopment agency / special district for public purpose
- ☒ Purchase by nonprofit for low-income housing or to preserve open space

Category B: Parcel is **not** currently scheduled for a Chapter 7 tax sale

- ☐ Purchase by State / county / taxing agency / revenue district / redevelopment agency / special district for public purpose
- ☐ Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space

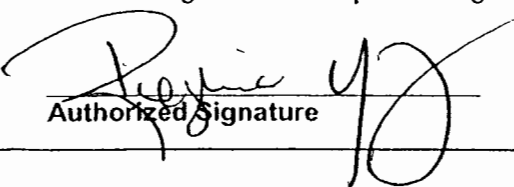
C. Property Detail

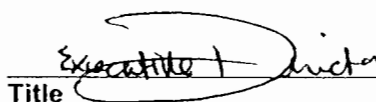
Provide the following information. If more space is needed for any of the criteria, consolidate the information into a separate "Exhibit" document and attach accordingly:

1. County where the parcel(s) is located: Los Angeles
2. List each parcel by Assessor's Parcel Number: 6012-002-041
3. State the purpose and intended use for each parcel: This property will be used to house Low Income Family. This site need major work 3- units

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer


Authorized Signature

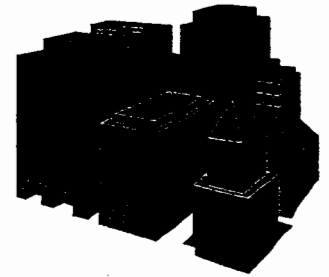

Title

7/14/08
Date

received
7/16/08
Hussein

AGREEMENT # 2347

The WIN Project
13900 Studebaker Rd. #26
Norwalk, CA 90650
(562) 864-6409 fax (562) 807-1883



***Resolution of
The WIN Board of Directors***

WHEREAS: The WIN Project Board of Directors met on Thursday September 4, 2008 to discuss the Los Angeles County Tax collectors Tax Properties

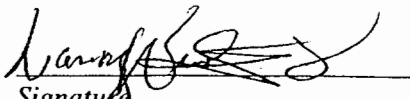
WHEREAS: It was discussed and approved that The WIN Project will build new affordable single family resident and/or rehabilitate homes for a low to median income families so that the homes can be rented or sold Los Angeles County.

WHEREAS: It was specifically agreed upon by the Board of Directors to build new construction and/or to provide major rehabilitation to the properties located at 1187 E. 57th Street; 142 W. 66th Street; and 942 W. 78th Street in Los Angeles and 3303 Magnolia Av, Lynwood, California to provide affordable housing for Los Angeles County residents.

NOW THEREFORE: We, the Directors have agreed that the Executive Director, Regina Young is authorized to sign all business related documents necessary for The WIN Project to obtain Los Angeles County Tax Collectors properties.

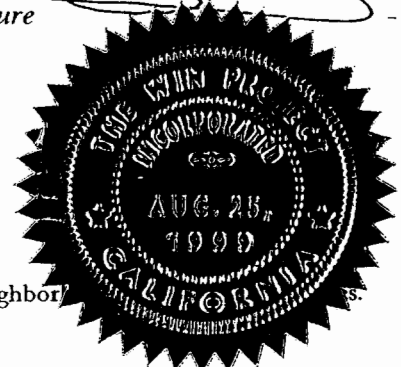
ACCEPTED & ACKNOWLEDGED: This 4th day of September, 2008

BY: Larry Williams, President


Signature

BY: Darnell Bussey, Secretary


Signature





**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

William K. Huang
Acting Executive Director

August 28, 2008

VIA CERTIFIED MAIL
E-MAIL

Regina Young
Executive Director
The WIN Project
13900 Studebaker Road, #29
Norwalk, CA 90650

RE: 142 WEST 66th STREET, LOS ANGELES
APN: 6012-002-041

Dear Ms. Young:

Thank you for submitting an application to the "Chapter 8" Property Improvement Program. The Community Development Commission has reviewed the application and concluded that the project, as proposed, appears to be feasible subject to the conditions of the Agreement for Sale and Purchase of Tax-Defaulted Properties and Covenants, Conditions and Restrictions.

We are recommending the project's approval to the Treasurer and Tax Collector (TTC) who in turn will make a recommendation to the Board of Supervisors to permit the sale of the above property to you for affordable housing. Before the sale can be finalized, the State Controller must also approve the sale.

Please be aware that the property may be redeemed by the owner of title at any time during this approval process. In that event, the sale will be canceled.

If you have any questions about the approval process, please call the Chapter 8 Unit at the Treasurer and Tax Collector's Office at 213-974-0871

Sincerely,

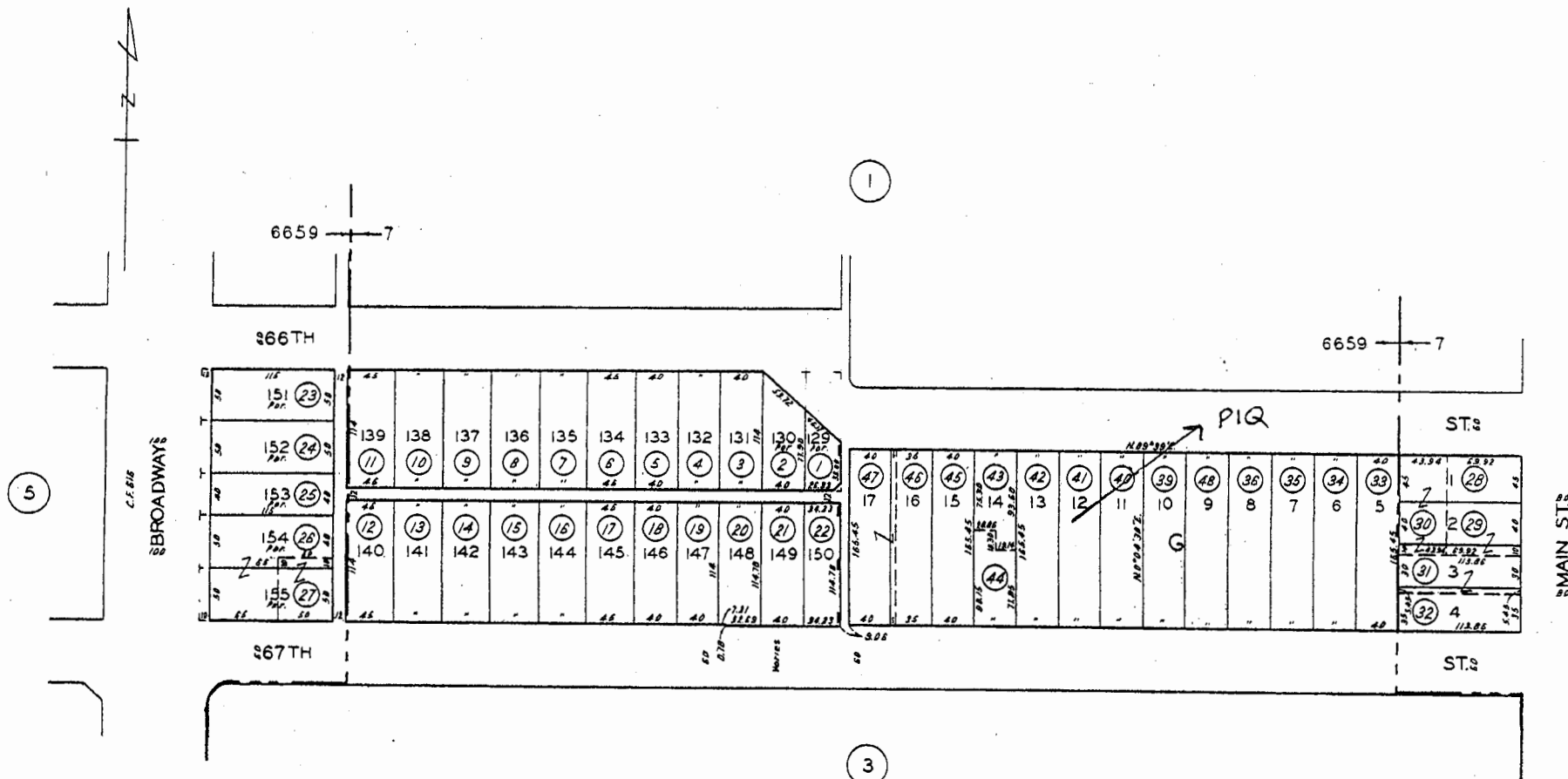
Pansy Yee
Assistant Manager, Housing Development Unit

received
9/8/08
Hussein

cc: Treasurer & Tax Collector

6012 | 2
SCALE 1" = 100' 2001

960228
2000112107007001-12



CODE
7
6659

THE MCCARTHY COMPANY'S MAIN STREET
TRACT M.B. 8-168
WINTON & MCLEOD'S FIGUEROA STREET
TRACT NO. 5 M.B. 9-68

FOR PREV. ASSMT SEE:
6012-2 & 6

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:

TREASURER AND TAX COLLECTOR
COUNTY OF LOS ANGELES
ROOM 130
225 N. HILL STREET
LOS ANGELES, CA 90012

(Space Above Line for Recorder's use)

**AGREEMENT FOR SALE AND PURCHASE OF TAX DEFAULTED REAL
PROPERTY AND COVENANTS, CONDITIONS, AND RESTRICTIONS
(APN 6012-002-041)**

*SEE: TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY
(APN 6012-002-041)*

This Agreement by and between the Board of Supervisors of the County of Los Angeles ("Seller") and **The WIN Project**, a nonprofit corporation organized in accordance with provisions of California law ("Purchaser"), is made effective as of _____.

WHEREAS, as set forth in Purchaser's Articles of Incorporation (Exhibit A) of this Agreement, Purchaser is organized and existing for the purpose of acquiring residential dwellings to rehabilitate or vacant property to develop, and sell or rent to Low-Income Persons.

WHEREAS, the Seller is interested in selling tax defaulted real properties to qualified nonprofits for the development of affordable housing for Low-Income Persons.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. A list of definitions of terms used in this Agreement is attached hereto as Exhibit B.
2. Subject to approval by the California State Controller and the Los Angeles County Board of Supervisors and subject to termination of redemption rights under Section 3803 of the California Revenue and Taxation Code, Seller agrees to sell to Purchaser that real property described in Exhibit C of this Agreement (the "Property"). The Property was tax defaulted for nonpayment of taxes and is now subject to the Los Angeles County Tax Collector's power of sale, under the County Tax Collector Tax Defaulted Sales Program (the "Program") pursuant to Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code.
3. The purchase price in this Agreement is the projection of the purchase price for a schedule of eight (8) months. If this Agreement is completed in less time, then the purchase price will be decreased; however, if the completion of this Agreement is longer than this time, the price will increase accordingly. The Purchaser agrees to and shall pay the purchase price for the Property as stipulated in Exhibit C, which

does not include the cost of giving notices of this Agreement and shall be paid within fourteen days of the effective date of the sale. Attached as Exhibits F and G, respectively are the resolution by Purchaser's Board of Directors authorizing the Purchaser to purchase the Property, and, if applicable, an acknowledgement by the City where the Property is located of the Purchaser's intent to purchase the Property.

4. The Purchaser agrees to and shall comply with those particular conditions listed in "Specific Conditions of Performance" (Exhibit D) that must be performed or carried out prior to the date the Tax Deed is recorded.
5. The Purchaser further agrees to and shall comply with all of the following conditions within two years from the date the Tax Deed is recorded. It is expressly made a condition of the sale of the Property that the Property be used by the Purchaser exclusively:
 - a. In the case of residential real property, for rental by or for sale to Low-Income Persons.
 - b. In the case of vacant real property, for construction of residential dwellings for sale or rent to Low-Income Persons.
 - c. The Purchaser shall fully comply with the "Specific Conditions of Performance" (Exhibit D) which further defines and memorializes covenants, conditions and restrictions to carry out the public purposes of the Program concerning the use, income restrictions, conveyance and transfer of the Property during the Affordability Period, or alternatively, the Homebuyer's ownership of the Property.
 - d. The Purchaser shall complete all repairs, construction, and other development necessary, as determined in the sole discretion of the Community Development Commission of the County of Los Angeles (the "Commission"), in order to rehabilitate or construct the Property (the "Work") for use as a single family ownership residence or rental property for Low-Income Persons. The Purchaser shall complete the Work within **two** years, or such other time period determined in the sole discretion of the TTC. Prior to sale or occupancy of the Property, the Purchaser shall obtain from regulatory agencies all the necessary permits and certifications. The Purchaser shall also fully comply with the "Covenants, Conditions, and Restrictions" attached as Exhibit E, and incorporated herein by reference.
6. The Purchaser shall not commence construction or rehabilitation activities upon the Property until 1) the Tax Deed is recorded and received, and 2) the Purchaser has received express written approval from the Commission and obtained all necessary permits.
 - a. The Purchaser agrees that prior to the commencement of the Work; it shall furnish to the Commission such documentation as may be requested by the

Commission, including documentation that the Purchaser has the financial resources required for completion of the Work. The Purchaser further agrees that it will not commence with the Work unless and until it receives a "Notice To Proceed" from the Commission.

- b. The Purchaser will promptly provide to the Commission proof of progress toward compliance with the Work in accordance with regulations established by the Seller and by the California State Controller. At present, these regulations require submission of progress reports and financial statements every six (6) months until the Property is ready for occupancy.
7. After completion of the Work, the Purchaser will then sell or rent the Property to Low-Income Persons or subject to the Commission's prior written approval, transfer the Property to another qualified nonprofit organization engaged in providing housing to Low-Income Persons.
8. PROCEEDS

Purchaser covenants and agrees that any proceeds that are available from the sale, transfer, or refinance of the Property shall be divided between the Purchaser and the Commission in the following manner:

- a. Homeownership Property.
 - 1) The Commission will establish an Initial Sales Price for the Property, based upon an affordable monthly payment and the income of the qualified Homebuyer.
 - 2) The Purchaser and the Commission shall equally divide the remainder of the net sales proceeds after deducting the Initial Investment of the Purchaser, which may be recouped by the Purchaser.
 - 3) The difference between the "Market Value" of the Property less the Initial Sales Price of the Property shall be represented by a Promissory Note secured by a Second Deed of Trust in favor of the Purchaser and the Commission to share and share alike. The Promissory Note shall bear no interest, and payment of the principal shall be due on the sale or Transfer of the Property by the Homebuyer. The conveyance of title between members of the Homebuyer's immediate family shall not be considered a "sale" or "Transfer" of the Property for purpose of repayment of the Promissory Note.
 - 4) The Homebuyer shall retain any equity from Future Appreciation of the Property after the Homebuyer's initial purchase.
- b. Rental Property.
 - 1) The Purchaser may recoup its Initial Investment from the proceeds of refinancing or selling the Property to a qualified nonprofit organization,

which is subject to the Commission's prior approval. The amount of proceeds from a refinancing will be subject to prior approval by the Commission to assure the successful operation and maintenance of the Property during the Affordability Period.

- 2) Any available proceeds in excess of the Initial Investment resulting from a Commission-approved refinancing or sale of the Property will be divided equally between the Purchaser and the Commission. However, to the extent that proceeds are available, in no case shall the Purchaser receive less than its Initial Investment plus Reasonable Profit.
 - 3) The Purchaser shall provide sixty (60) days advance written notice to the Commission of the Purchaser's intent to transfer the Property if such transfer would occur during the Affordability Period, and such transfer shall be subject to the express prior written consent of the Executive Director of the Commission or a designee.
- c. Any net proceeds of sale or refinance becoming available to the Purchaser shall be used by the Purchaser only to develop or rehabilitate affordable housing, consistent with the purposes stated in the Purchaser's Articles of Incorporation.

9. DEFAULT

- a. The following shall constitute events of default:
- 1) Where the Property is used for affordable rental housing, if said Property ceases to be used exclusively for affordable housing as the public purpose and in a manner stated herein during the Affordability Period.
 - 2) Where the Property is to be sold or transferred to a qualified Homebuyer, if said Property ceases to be the principal residence of the initial Homebuyer or if the initial Homebuyer rents the Property to another household, abandons the property, or suspends living in the property in a manner stated herein.
 - 3) The Purchaser commences Work upon the Property prior to receiving express written approval from the Commission to proceed with the commencement of such activities.
 - 4) Failure to maintain the Property improvements and the Property to the minimum Housing Standards of the County of Los Angeles, to keep the Property free from any accumulation of debris, waste materials, and/or to maintain all landscaping in a healthy condition.
 - 5) Transfer of the Property to a Homebuyer who does not qualify as a Low Income Person.

- 6) Transfer, or suffer any involuntary transfer of the Property, or any part thereof, in violation of this Agreement.
 - 7) Failure to comply with the rent and affordability restrictions herein.
 - 8) Should the Purchaser fail to perform all or any portion of the Work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case notice thereof, in writing will be served upon the Purchaser, and should the Purchaser neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Seller within the time specified in such notice, the Seller shall have the power to suspend or terminate the operations of the Purchaser with regard to the Property in whole or in part.
 - 9) Should the Purchaser fail within the Time Period specified within this Agreement to perform the Work in a satisfactory manner, in accordance with the provisions of this Agreement, or if the Work to be done under this Agreement is abandoned for more than 90 days by the Purchaser, then notice of deficiency thereof in writing may be served upon the Purchaser by the Seller. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Purchaser under this Agreement shall, at the option of the Seller become its property. Should the Purchaser fail to comply with the terms of this Agreement, upon receipt of said written notice of deficiency, the Seller shall have the power to suspend or terminate the operations of the Purchaser with regard to the Property in whole or in part.
 - 10) In the event that a petition of bankruptcy shall be filed by or against the Purchaser, and the petition has not been dismissed or discharged within 180 days of its filing.
- b. A party claiming a default (claimant), shall give written notice of default to the other party, specifying the default complained of and may take action to correct the default. The claimant shall not institute proceedings against the other party if the other party within five (5) days from receipt of such notice, immediately, with due diligence, commences to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice of default, or if the default cannot reasonably be cured within thirty (30) days after notice is given, but the party reasonably commences to cure the default within the five (5) day period and diligently and in good faith continues to cure the default to completion of the cure.
 - c. The Commission and the Seller, in the event of any breach of any covenant or restriction under this Agreement, shall have the right to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other property proceedings to enforce the curing of such breach.

- d. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California.
- e. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.
- f. In the event that any legal action is commenced by the Purchaser, or by the Seller against the Purchaser, service of process on the Purchaser shall be made by personal service and shall be valid whether made within or without the State of California, or service of process on the Purchaser shall be made in such other manner as may be provided by law.
- g. Upon the occurrence of an event of default and the failure to cure within the cure period, or the failure to comply with the conditions specified in this Agreement, the Seller may direct, after considering the Commission's recommendation and applicable law and regulations governing the Program, that the Purchaser shall take one of the following actions:
 - 1) The Purchaser to transfer the Property to a different nonprofit designated or approved by the Commission
 - 2) The Purchaser to transfer the Property to the Commission at the sole discretion of the Commission.
 - 3) Permit the Purchaser to sell the Property for costs incurred (including to a for-profit entity).
 - 4) Purchaser to execute a Deed of Trust identifying the Commission as the Beneficiary therein. Foreclosure of said Deed of Trust may occur in the event of default by the Purchaser.
 - 5) The Purchaser will relinquish any claim to the Property without any compensation or refund.
- h. The Seller, the Commission, or their assigns shall have the additional right, at their option, to enter the Property, without charges or fees, and to cure any default solely at the expense of the Purchaser, except for causes, as mutually determined by the Purchaser and the Commission, that are beyond the control of the Purchaser.

- i. The right to enter and cure default shall be subject to and be limited by and shall not defeat, render invalid, or limit: (i) any mortgage or deed of trust permitted by this Agreement; and (ii) any rights or interest provided in this Agreement for the protection of the holders of such mortgages or deeds of trust, and in such an event the Purchaser, or any qualified Homebuyer who purchased or received the Property from the Purchaser, shall reimburse the Seller, the Commission or their assigns for all costs and expenses incurred, including but not limited to: (i) salaries of personnel used in connection with the management of the Property, or part thereof, and less any income derived in connection with such management of the Property; (ii) all taxes, assessments, and any utility charges with respect to the Property or such charges, if paid, or (iii) any payments made or payments due on any encumbrances or liens existing on the Property or part thereof or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees, and expenditures made or obligations incurred with respect to the repairing, maintaining or completion of any improvements on the Property, or part thereof.
- j. The Purchaser shall pay any and all costs required to cure a default including the transfer of the Property to the Seller, the Commission or their assigns.

10. INDEMNITY

Purchaser, its Contractors, Subcontractors, Design Professionals, agents, officers, and employees agree to indemnify, defend and save harmless the Seller, its agents, officers and employees, from and against any and all liability, expenses, including reasonable attorney's fees and costs, as determined at the sole discretion of the Seller, and claims for damages of any nature whatsoever, which claims arise directly or indirectly from or in connection with this Agreement, the Property or the Project, including, but not limited to Claims respecting bodily injury, death, damage, workers' compensation, liability or expense arising from or in connection with services performed by any person pursuant to this Agreement. Purchaser agrees that all claims include but are not limited to, actions by any third parties for personal injuries, wrongful death, and or contractual disputes, excepting only any actions arising out of the willful misconduct of the Seller. This indemnification clause shall remain in force and effect following the expiration of the term of this Agreement.

11. BINDING FOR THE BENEFIT OF THE SELLER

All covenants contained in this Agreement shall be construed as covenants running with the land and shall be binding for the benefit of the Seller and such covenants and restriction shall be in force and effect, without regard to whether the Purchaser is owner or has an interest in the Property for fifteen (15) years. Only the Seller, or its successor, may remove a covenant from the Property prior to that time.

12. NOTICES

Notices under this Agreement shall be given in accordance with applicable statutory requirements. If there are no statutory requirements in effect, notices, demands, requests, elections, approvals, disapproval's, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service, and addressed or faxed as follows:

If to Purchaser:

Regina Young
The WIN Project
13900 Studebaker Rd #26
Norwalk, CA 90650

If to the Commission:

Community Development Commission of
the County of Los Angeles
2 Coral Circle, Monterey Park, CA 91755
Attn: Housing Development Division
Fax No:

If to the Seller:

Treasurer and Tax Collector
225 N. Hill Street
Room 130
Los Angeles, CA 90012
FAX (213) 680-3648

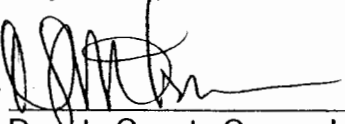
Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if faxed, provided there is written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with United States Mail, or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; and one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement.

13. ENTIRE AGREEMENT

This Agreement, with Exhibits A through H, constitutes the entire agreement of the parties.


EXHIBIT A	Purchaser's Articles of Incorporation
EXHIBIT B	List of Definitions
EXHIBIT C	Real Property Description and Purchase Price
EXHIBIT D	Specific Conditions of Performance
EXHIBIT E	Covenants, Conditions, and Restrictions
EXHIBIT F	Resolution by Purchaser's Board of Directors
EXHIBIT G	City Acknowledgement of Purchaser's Intent to Purchase Property
EXHIBIT H	Affirmative Marketing Requirements

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "C" is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel. This Agreement shall also become null and void and the right of redemption restored upon the Purchaser's failure to comply with the terms and conditions of this Agreement.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.

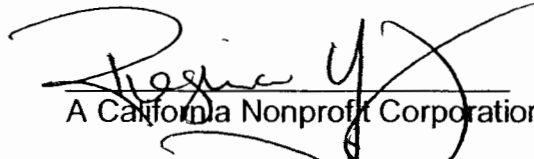
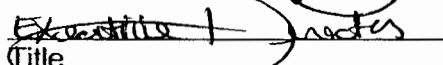

ATTEST:
Secretary

(seal)

ATTEST:



By _____
Clerk of the Board of Supervisors

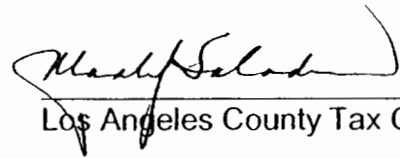

A California Nonprofit Corporation

Title

Board of Supervisors
Los Angeles County

By _____
Chair of the Board of Supervisors

By _____
Deputy
(seal)

This Agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described herein.


Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore sets forth and approves the foregoing agreement this ____ day of _____, 20__.

By: _____
State Controller

EXHIBIT A

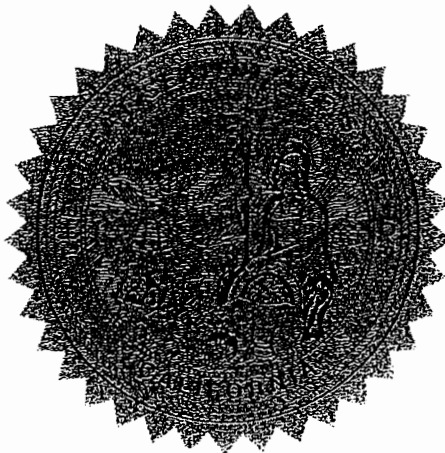


SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 4 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 14 2001

Bill Jones

Secretary of State

A0568861

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

AUG 14 2001

BILL JONES, Secretary of State

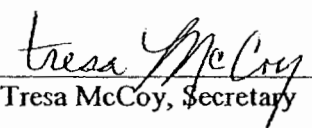
Restated Articles of Incorporation

The undersigned certify that:

1. They are the president and the secretary respectively of The Win Project, a California Nonprofit Corporation.
2. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.
3. The foregoing amendment and restatement of Articles of Incorporation had been duly approved by the required vote of the members.
4. The Articles of Incorporation of this Nonprofit Corporation are amended and restated to read as set forth in the attached exhibit A.
5. We further declare under penalty of perjury under the laws of the state of California that the matters set forth in this certificate are true and correct of our own knowledge.


Peter Jones, President

8-14-01
Date


Tresa McCoy, Secretary

8-8-01
Date

"Exhibit A"

Articles of Incorporation

Of

The Win Project

ARTICLE I

The name of this corporation is The Win Project

ARTICLE II

- A. This corporation is a nonprofit, public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and public purposes.
- B. The primary and specific purposes for which this corporation is formed are:
 - (1) To raise the economic, educational and social levels of the residents of California including low-income persons and families of the community who are substantially unemployed, under employed, or whose income is below federal poverty guidelines. To foster and promote community-wide interest and concern for the problems of said residents to the end that (a) educational, economic and business opportunities may be expanded; (b) sickness, poverty, crime and environmental degradation may be lessened; (c) racial tensions, prejudice and discrimination economic or otherwise; and (d) housing shortage may be ended.
 - (2) The express purpose is to sale or rent affordable newly constructed or rehabilitated homes to low or moderate-income persons or families and individuals that may be homeless. To expand the opportunities available to said residents and groups of low and moderate income persons or families to own or rent affordable housing in depressed areas that are being rehabilitated; and to assist said residents and groups in obtaining financial support from other sources. To assist in the redevelopment of existing deteriorated Housing or the construction of new such Communities to increase such available space to attract new residents into the area to foster new job opportunities and economic growth.
 - (3) To expand the opportunities available to said residents and groups to obtain adequate affordable housing accommodations by construction, rehabilitating and providing decent, safe and sanitary housing in California for persons and families of low and moderate income who would not otherwise be able to find or afford a suitable place to live; To help relieve the poor, homeless, distressed, underprivileged and indigent by enabling them to secure the basic human needs of decent shelter and lessen the burdens of government and

promote their social welfare; To rehabilitated substandard buildings or the construction of new housing facilities in place of blighted structures or blighted vacant sites for the purpose of the community and contributing to its physical improvement. or blighted vacant sites for the purpose of combating the deterioration of the community and contributing to its physical improvement.

- (4) To aid, support and assist by gifts, contributions or otherwise other corporations, community chests, funds and foundations organized and operated exclusively for charitable, Community Housing purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation.
- (5) To do any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the forgoing purposes, either directly or indirectly, and either alone or in conjunction or cooperation with others, whether such other be persons or organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies.

ARTICLE III

The authorized number and qualifications of members of the corporation, the classes of membership, if any, and the property, voting and other rights and privileges of the members shall be as set forth in the bylaws and the liability for dues and assessment and the method of collection, if any, shall be as set forth therein.

ARTICLE IV

This corporation is not organized nor shall it be operated for profit and no part of this corporation's income or assets shall ever inure to the benefit of any director, officer or member of this corporation or to the benefit of any private individual. The property of this corporation is irrevocably dedicated to charitable and public purposes.

On the dissolution or winding up of this corporation, its assets remaining after the payment of, or provision for payment of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation organized and operated exclusively for charitable purposes and / or public purposes, and that has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code and Section 23701 (d) of the California Revenue and Taxation Code.

ARTICLE V

This corporation is organized exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue

Law), or (ii) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

No substantial part of the activities of this corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, nor shall this corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for political office.



**EXHIBIT B
LIST OF DEFINITIONS**

**AGREEMENT FOR SALE AND PURCHASE OF TAX DEFAULTED REAL PROPERTY
AND COVENANTS, CONDITIONS, AND RESTRICTIONS**

Affordability Period: For a rental property of 2-4 units, that occupancy is restricted to low-income persons for a period of fifteen (15) years; and for a rental property of 5 or more units that has a difference of at least \$135,000 per unit between the assessed value at the time of sale to the nonprofit organization and the nonprofit's Initial Investment, as defined in the Agreement, that occupancy is restricted to low-income persons for a period of twenty (20) years. The applicable affordability period shall begin from the date of issuance of a certificate of occupancy, or the date of local authorization that the Property is suitable for occupancy, during which the Property is rented to Low-Income Persons at affordable rent.

Affordable Rent: The tenant shall pay no more than the product of 30 percent times 120 percent of the Area Median Income.

Area Median Income: Determined annually by the California Department of Housing and Community Development, adjusted for family size appropriate for the unit, for the Los Angeles-Long Beach Metropolitan Statistical Area.

Commission: Community Development Commission of the County of Los Angeles.

Deed of Rescission: Purchaser's Deed of Rescission and Reconveyance wherein Purchaser rescinds its interest in the Property and transfers the interest to another party.

Future Appreciation: Any increase in value of the Property above the Market Value, subsequent to the initial transfer of title to the Homebuyer.

Hard Costs: Costs approved by the Commission that are directly attributable to rehabilitation and construction including labor and materials.

Homebuyer: A person or persons purchasing the Property from Purchaser and who qualify as Low-Income Persons.

Homebuyer's Promissory Note: A zero interest, deferred payment note secured by Second Deed of Trust, wherein the Homebuyer promises to pay, in equal amounts to the Commission and the Purchaser, the difference between the Market Value less the Initial Sales Price, payable upon transfer of the property by the Homebuyer to a third party.

Initial Investment: Monetary outlay of the Purchaser for the Property, consisting of the purchase price paid to the Seller, actual Commission-approved costs expended for improvement of the Property, customary title and document fees, and fees paid to the Seller and the Commission.

Initial Sales Price: Price for Homebuyer to purchase the Property, established by the Commission based upon an affordable monthly payment and the income of the Homebuyer.

Low-Income Persons: Persons and families of low or moderate income, as defined by Section 50093 of the California Health and Safety Code, (annual income does not exceed 120 percent of area median income) as per Section 3772.5 of the California Revenue and Taxation Code.

Market Value: To be determined by the Commission at the time of the sale or transfer of the Property to Homebuyer.

Notice To Proceed: Notification from the Commission granting permission to start work.

Program: Los Angeles County Treasurer and Tax Collector's Chapter 8 Program.

Property: Real property described in Exhibit C.

Purchaser: A nonprofit organization incorporated pursuant to Part 2 (commencing with Section 5110) of Division 2 of Title 1 of the California Corporations Code for the purpose of acquisition of: 1) single family or multifamily dwellings for rehabilitation and sale or rent to low-income persons, or for other use to serve low-income persons; or 2) vacant land for construction of residential dwellings and subsequent sale or rent to low-income persons, for other use to serve low-income persons.

Reasonable Profit: Fifteen percent of the actual hard cost of rehabilitation or construction.

Second Deed of Trust: A Deed of Trust for the Homebuyer's Promissory Note, secured by recordation against the Property.

Seller: County of Los Angeles.

Specific Conditions of Performance: Actions to be undertaken by Purchaser, set forth in Exhibit D.

Tax Deed: Tax Deed to Purchaser of Tax Defaulted Property.

Time Period: Two (2) years from the date the Tax Deed is recorded.

Transfer: Conveyance of title between members of the Homebuyer's immediate family shall not be considered a transfer for purposes of repayment of the Homebuyer's Promissory Note.

TTC: Los Angeles County Treasurer and Tax Collector.

Work: Construction or rehabilitation necessary to place the Property in habitable condition.

EXHIBIT C
REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

ITEM	DESCRIPTION
Address	142 West 66 TH Street, Los Angeles, CA 90003
Assessor's Parcel No.	6012-002-041
Legal Description:	The McCarthy Companys Main Street Tract Lot 12 BLK G
Agreement Number	2347
Supervisory District	2
Location	City of Los Angeles
First Year of Delinquency	1986
Default Year	1987
Purchase Price	\$105,759.00*
Purpose of Acquisition	Rehabilitate/Rent or Sell to Low-Income Persons

*See Agreement page 1 paragraph 3

Agreement No. 2347

EXHIBIT D
SPECIFIC CONDITIONS OF PERFORMANCE

142 WEST 66th STREET, LOS ANGELES

APN: 6012-002-041

1. One Triplex (consisting of three – 2 bedroom and 1 bath units) shall be rehabilitated as indicated in Section 5(d) of the Agreement for Sale and Purchase of Tax Defaulted Real Property and Covenants, Conditions and Restrictions.
2. Prior to the date the Tax Deed is recorded, the Purchaser shall provide to the Los Angeles County Community Development Commission (CDC):
 - a. Satisfactory written evidence of construction financing commitment in an amount of at least \$299,604; and
 - b. Satisfactory written evidence of permanent financing commitment in an amount of at least \$299,604.
 - c. Evidence from local building department declaring the above-named property as substandard as defined in the California Health & Safety Code Section 17920.
 - d. Experience Verification Form for Property Management Agent showing information on income-restrict projects currently managed.
 - e. Written agreement that CDC shall be a signator for all construction draw requests and that CDC shall receive a final cost certification prepared by a Certified Public Accountant under generally accepted accounting principles no later than 120 days after the certificate of occupancy date. This cost certification shall reflect all costs, expenditures and funds used for the project up to the funding of the permanent loan.
3. Issuance of an express written approval to proceed with construction (Notice to Proceed) shall be given by the CDC only upon receipt of all of the following from the Purchaser:
 - a. A complete and detailed proforma acceptable to the CDC including but not limited to:
 - 1) Include cost for lead and/or asbestos abatement;
 - 2) Combined contractor overhead and profit shall not exceed 14% of hard cost;
 - 3) Detailed calculation of construction loan interest to substantiate \$14,000 in interest cost
 - 4) Soft cost contingency shall not exceed 2% of soft costs;
 - b. Site plan/ground floor plan as well as additional floor plans;
 - c. Scope of rehabilitation work;
 - d. Landscape plan;

- e. Copy of approved building permit;
 - f. A copy of the Phase 1 Environmental Site Assessment report prepared in accordance with ASTM E-1527-05 standards and a copy of the lead and asbestos report, and if appropriate, a copy of the Phase 2 Site Investigation report.
 - g. Evidence of CEQA approval from the local jurisdiction in the form of:
 - 1) Notice of Exemption (signed letter from local jurisdiction) or
 - 2) Negative Declaration (including initial study, adopted resolution and notice of determination) or
 - 3) Mitigated Negative Declaration (including initial study, adopted resolution, notice of determination and mitigation monitoring plan).
 - h. Detailed progress reports and financial statements shall be provided every six months starting with the date of this agreement until the units are leased.
 - i. Payment of fees due (Exhibit D-1).
4. The Purchaser shall provide CDC a certificate of lead and/or asbestos abatement.
5. The Purchaser shall provide CDC with a Certificate of Occupancy upon construction completion.
6. Tenant shall have household income that does not exceed 120% of the County median as determined by the California Department of Housing and Community Development.
7. Tenant's annual (gross) income shall be calculated using the methodology in conformity with HUD's "Technical Guide for Determining Income and Allowances for the HOME Program," Third Edition, January, 2005, or later edition, if available.
8. The tenant's rent shall not exceed the maximum rent allowed for the income category (i.e., in 2007, one bedroom rent for a household earning 80% of the County median shall not exceed \$678, one bedroom rent for a household earning 120% of the County median shall not exceed \$1,243, etc.) as determined by HCD.
9. Developer shall certify under penalty of perjury that the tenant income does not exceed 120% of the County median as determined by the California Department of Housing and Community Development.
10. Affirmative Marketing Plan approved by the CDC. The plan must be prepared in accordance with the Affirmative Marketing Requirements in Exhibit H.

EXHIBIT D-1

FEES

WHEN	COST	DESCRIPTION	COMMENTS
APPLICATION SUBMITTAL:			
	\$740	Nonprofit Assessment	One-time fee; nonrefundable
	\$440	Property Review	
	\$260	Agreement for Sale with conditions	
Subtotal:	\$1,440		Cashier's check to accompany application
PRIOR TO NOTICE TO PROCEED:			
	\$1,645	Pre-Construction Review for compliance with conditions and financial feasibility	
	\$900	Construction Monitoring	Covers three inspections; refund if fewer than 3 inspections or additional fee for more inspections
	\$700	Initial Affordability Compliance	
	\$460	Ongoing Affordability Compliance	

All fee payments must be made in the form of a cashier's check made payable to the Los Angeles County Community Development Commission.

EXHIBIT E
COVENANTS, CONDITIONS, AND RESTRICTIONS

I. INCOME RESTRICTIONS

For the purposes of these Covenants, Conditions, and Restrictions, "Low-Income Persons" means persons and families of low or moderate income, as defined by Section 50093 of the California Health and Safety Code, as per Section 3772.5 of the California Revenue and Taxation Code.

II. GENERAL AFFORDABILITY COVENANT AND TERM

The purpose of this "Affordability Covenant" is to meet the requirements of Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code regarding the Program and is utilized to transfer the Property as part of the Seller's public purpose. The Property shall have a minimum "Affordability Period" as described in Section IV below.

III. EFFECTS AND DURATION OF COVENANTS OF AFFORDABILITY FOR RENTAL PROPERTIES

The covenants respecting affordability standards for rental properties contained herein shall be as follows:

- A. For properties of two to four units, for fifteen (15) years from the date of issuance of all permits and certificates that the Property is suitable for occupancy.
- B. For properties of five or more units and a difference of at least \$135,000 per unit between the assessed value at the time of sale to the nonprofit organization and the nonprofit's Initial Investment, for twenty (20) years from the date of issuance of all permits and certificates that the Property is suitable for occupancy.

The covenants established hereunder shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Seller, its successors and assigns, and any successor in interest to the Property or any part thereof.

The Purchaser shall include in each deed conveying title to a rental property the covenants restricting future rental of the Property to Low-Income Persons and provisions specifying the duration of each of said covenants.

The covenants respecting affordability standards for homebuyer properties contained herein shall be effective until the Property is sold or transferred to a qualified

Homebuyer for use as a residential dwelling. The covenants established hereunder shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Seller, its successors and assigns, and any successor in interest to the Property or any part thereof. The Purchaser shall include in each deed to a Homebuyer conveying title to a residence, the covenants prohibiting discrimination, as set forth in **Sections VI and VII below**, and the terms set forth in **Section 4** of this Agreement.

IV. AFFORDABILITY FOR PROPERTY RENTED TO LOW-INCOME TENANTS

If the Purchaser operates the Property as affordable rental housing for Low-Income Persons pursuant to this Agreement, all of the following conditions shall be met for the Affordability Period.

If, however, the Purchaser and/or any successor in interest maintains the Property in continuous occupancy as affordable rental housing for Low-Income Persons for the entire Affordability Period, all restrictions under the Affordability Covenant shall have no further force and effect. The Seller shall release any and all interest as the public purpose will have been served and the conditions, covenants and restrictions on the Property related to the public purpose of Affordable Housing shall expire.

- A. For the purposes of this Agreement, "Affordable Rent" is defined in Exhibit "B" of this Agreement.
- B. Purchaser covenants and agrees for itself, its successors and assigns, that the Purchaser, its successors and assigns, shall devote the Property solely for use as rental housing for Low-Income Persons, and to provide all information and documentation requested by the Commission in monitoring occupancy and condition of the Property.
- C. Purchaser covenants and agrees for itself, its successors, its assignees, and every successor in interest to the Property or any part thereof, that upon completion of construction or rehabilitation of one or more residential dwellings as evidenced by issuance of a certificate of occupancy, and thereafter for a minimum Affordability Period of fifteen (15) years, the Property shall be continuously occupied or held available for rent to Low-Income Persons as set forth in this Agreement.

V. AFFORDABILITY FOR PROPERTY TRANSFERRED OR SOLD TO HOMEBUYERS

If the Purchaser transfers or sells the Property, or any portion thereof, to a qualified Homebuyer, all of the following conditions shall be met only with respect to the initial Homebuyer.

- A. At the time of transfer or sale, the Homebuyer must be qualified as a Low-Income Person as defined in Section I above.
- B. The Sales Price paid by the Homebuyer for the Property shall not exceed the "Initial Sales Price" as defined in Exhibit B of this Agreement.
- C. Any Homebuyer who purchases or acquires title to the Property, in whole or in part, must agree to use it as their principal place of residence and not rent the Property to another household during their ownership of the Property.
- D. The Homebuyer shall not abandon the Property nor suspend living at the Property as required by this Agreement during their ownership of the property.

VI. OBLIGATION TO REFRAIN FROM DISCRIMINATION

The Purchaser covenants by and for itself and any and all successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Purchaser or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The foregoing covenants shall run with the land.

VII. FORM OF NONDISCRIMINATION AND NONSEGREGATION CLAUSES

The Purchaser shall refrain from restricting the sale or transfer of the Property or any portion thereof on the basis of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- A. In deeds: "The Purchaser herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Purchaser himself or herself, or any person

claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- B. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The WIN Project
13900 Studebaker Rd. #26
Norwalk, CA 90650
(562) 864-6409 fax (562) 807-1883



*Resolution of
The WIN Board of Directors*

*Resolution of
The WIN Board of Directors*

WHEREAS: The WIN Project Board of Directors met on Wednesday December 27, 2006 to discuss the Los Angeles County Tax collectors Tax Properties

WHEREAS: It was discussed and approved that The WIN Project will Build New construction single Family Resident for a low to median income family house hold for sale and rent in Los Angeles County,

WHEREAS: was specifically agreed upon by the Board of Directors to build new construction and to provide major rehabilitation on some of the properties and provide affordable housing for Los Angeles County residents.

NOW THEREFORE: We, the Directors have agreed that the Executive Director, Regina Young is authorized to sign all business related documents necessary for The WIN Project to obtain Los Angeles County Tax Collectors properties.

ACCEPTED & ACKNOWLEDGED

This 27 day of December, 2006

BY: *President*

ITS: *Donna Williams*

BY: *Regina Young*

ITS: *Regina Young*

EXHIBIT G



JAN PERRY
COUNCILWOMAN
NINTH DISTRICT
ASSISTANT PRESIDENT PRO TEMPORE

City Council
of the
City of Los Angeles
City Hall

ENERGY AND THE ENVIRONMENTAL
CHAIR

ARTS, PARKS, HEALTH & AGING
VICE-CHAIR

HOUSING, COMMUNITY &
ECONOMIC DEVELOPMENT
MEMBER

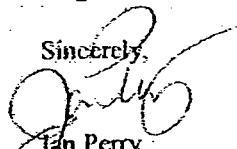
May 22, 2007

Los Angeles County Community Development Commission,
2 Coral Circle
Monterey Park, California 91755

I am writing to provide support for the rehabilitation and development of affordable housing by The WIN Project in my council district. The WIN Project has proposed the development of low-income and infill housing at three locations in my district. This housing will provide home ownership opportunities for low-income families.

The properties proposed for construction and rehabilitation are located at 142 W 66th Street; 1187 E 57th Street; and 230 East 78 Streets in the City of Los Angeles.

Sincerely,


Jan Perry
Councilwoman

KG/jp



EXHIBIT H

LOS ANGELES COUNTY COMMUNITY DEVELOPMENT COMMISSION AFFIRMATIVE MARKETING (RENTAL)

In accordance with the California Fair Employment and Housing Act and the policy of the Los Angeles County Community Development Commission (Commission), and the Los Angeles County Housing Authority (Housing Authority), property owners or their designees must adhere to the following affirmative marketing guidelines in order to create awareness for the general public and certain community groups as to the availability of units designated for lower, low and moderate-income tenants.

APPLICABILITY

Property owners or their designees are required to provide an affirmative marketing plan and procedures for all developments with designated units. Procedures to be used must identify how persons in the housing market area who are not likely to apply for the housing without special outreach shall be informed and made aware of available affordable housing opportunities. The Commission has identified two groups as least likely to apply without special outreach efforts, namely, African-American and Hispanic persons.

THE AFFIRMATIVE MARKETING PLAN

The Property Owner or designee's Affirmative Marketing Plan shall consist of a written marketing strategy designed to provide information and to attract eligible persons in the housing market area to the available units without regard to race, color, national origin, sex, religion, marital and familial status, disability, medical condition, sexual orientation, or ancestry. It shall describe initial advertising, outreach (community contacts) and other marketing activities, which will inform potential renters of the availability of the units. It shall also outline an outreach program which includes special measures designed to attract those groups identified as least likely to apply without special outreach efforts, (because of existing neighborhood racial or ethnic patterns, location of housing or other factors) and other efforts designed to attract persons from the total eligible population.

The Property Owner must do the following:

1. Insert Equal Housing Opportunity logotype, statement or slogan on all written outreach tools (i.e. signs, advertisements, brochures, direct mail solicitations, press releases, etc.)

2. Display prominently the Fair Housing poster at the leasing office and project site from the beginning of construction through occupancy. (24 CFR 110.10). This poster must be at a minimum 11 inches by 14 inches (24 CFR 110.25).
3. Register the units on a County-supported housing data base or website (i.e., www.housing.lacounty.gov), per the request of CDC/HACOLA.
4. In addition to the above, the Affirmative Fair Housing Marketing Plan shall outline:
 - a. Commercial Media to be used (i.e., community newspapers and non-English language newspapers, radio, television, billboards, religious or local real estate publications, etc.).
 - b. Marketing efforts to be used (i.e., brochures, letters, handouts, direct mail, signs, etc.)
 - c. Community Contacts to supplement formal communications media for the purpose of soliciting group(s) least likely to apply for the available housing without special outreach efforts. They should be individuals or organizations (i.e., service agencies, community organizations, places of worship, etc) that have direct and frequent contact with those identified as least likely to apply. The contacts should also be chosen on the basis of their positions of influence within the general community and the particular target group. The Property Owner must agree to establish and maintain contact with the identified contacts.
 - d. Specify means to assure that information regarding the availability of accessible/adaptable rental units reaches eligible individuals with disabilities will be disseminated to increase effectiveness of outreach and communications (e.g., Telecommunications Devices for the Deaf (TTY), materials on tape or in Braille, accessible locations for activities and meetings, etc.)
 - e. State that access to all leasing offices for the project will be accessible to persons with disabilities as required by the American with Disabilities Act.
 - f. The written Affirmative Fair Housing Marketing Plan for each project shall be accompanied by a completed Affirmative Fair Housing Marketing Plan Summary (attached).

SENIORS

Housing designed and operated for seniors is exempt from the Fair Housing Act regarding familial status if the following conditions are met:

1. A minimum of 80% occupancy by seniors
2. Demonstrate it is intended and operated for seniors
3. Age of occupants must be verified.

TENANT SELECTION

1. The Property Owner or designee shall maintain records of all prospective tenant applicants, including their race, ethnicity and gender, reasons for denial of application, placement on a waiting list, etc.
2. The Property Owner or designee shall also provide for the selection of applicants from a written waiting list in the chronological order of their application, insofar as is practicable, and provide prompt written notification to any rejected applicants of the grounds for any rejection.
3. The Property Owner or designee must certify that it has affirmatively furthered fair housing at the time of lease up and annually. Review of this affirmative marketing effort for rental projects will be conducted in conjunction with the Annual Owner's Tenant Certification process.

Affirmative Fair Housing Marketing Plan Summary (RENTAL)

1a. Applicant's Name, Address (including city, state & zip code) & phone number	1b. Project's Name, Location (including city, and zip code)	
1c. Number of Units	1d. Rental Range From \$ To \$	1e. Type of Housing <input type="checkbox"/> Elderly <input type="checkbox"/> Non-Elderly
1f. Approximate Starting Dates (mm/dd/yyyy) Advertising _____ Occupancy _____	1g. Housing Market Area	
	1h. Census Tract	

1i. Managing Agent's Name & Address (including city, state & zip code) & phone number

2. Type of Affirmative Marketing Area (check all that apply)

- a. Plan ☐ New ☐ Update Reason for Update: _____
- b. ☐ White (non-minority) Area ☐ Minority Area
☐ Mixed Area (with _____ % minority residents)

3. Direction of Marketing Activity (indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts)

- ☐ White ☐ Hispanic or Latino ☐ American Indian or Alaskan Native ☐ Asian
☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ Families with Children
☐ Persons with Disabilities ☐ Other (e.g., specific ethnic group, religion): _____

4a. Marketing Program: Commercial Media (Check the type of media to be used to advertise the availability of this housing)

- ☐ Newspaper/Publications ☐ Radio ☐ TV ☐ Billboards ☐ Other (specify)

Name of Newspaper, Radio or TV Station	Racial/Ethnic Identification of Readers/Audience	Size/Duration of Advertising

4b. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster

- (1) Will brochures, letters, or handouts be used to advertise? ☐ Yes ☐ No If "Yes", attach a copy or submit when available.
- (2) For project site sign, indicate sign size ____ x ____; Logo type size ____ x _____. Attach a photograph of project sign or submit when available.
- (3) HUD's Fair Housing Poster must be conspicuously displayed wherever rentals take place. Fair Housing Posters will be displayed in the:
☐ Rental Office ☐ Manager's Office ☐ Model Unit ☐ Other (specify) _____

Affirmative Fair Housing Marketing Plan Summary

4c. Community Contacts. To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below that are located in the housing market area. If more space is needed, attach an additional sheet. Notify the Commission or Housing Authority of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations.

(Provide all requested information.)

Name of Group or Organization	Racial/Ethnic Identification	Approximate Date (mm/dd/yyyy)	Person Contacted or to be Contacted

Address & Phone Number	Method of Contact	Indicate the specific function the Group / Organization will undertake in implementing the marketing program

5. Future Marketing Activities: Mark the box (es) that best describe marketing activities to fill vacancies as they occur after the project has been initially occupied.

- ☐ Newspaper/Publications
 ☐ Radio
 ☐ TV
 ☐ Brochures/Leaflets/Handouts
☐ Site Signs
 ☐ Community Contacts
 ☐ Other (specify)

6. Experience and Staff Instructions (See instructions)

6a. Staff has affirmative marketing experience ☐ Yes ☐ No

6b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing.

7. Additional Considerations. Attach additional sheets as needed.

8. Changes and Revisions. By signing this form, the applicant agrees to assume full responsibility for the plan's implementation and, after appropriate consultation with the Commission or Housing Authority, to change any part of the plan covering a multifamily project to ensure continued compliance with the Commission or Housing Authority Affirmative Marketing requirements.

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Title & Name of Company

Instructions

The Affirmative Fair Housing Marketing Plan requires that each applicant subject to these requirements carry out an affirmative program to attract prospective tenants of all minority and non-minority groups in the housing market area regardless of race, color, national origin, sex, religion, marital and familial status, disability, medical condition, sexual orientation, or ancestry. These groups include White, members of minority groups, i.e., Black, American Indian/Alaskan Native, Hispanic or Latino, Asian, Native Hawaiian or Other Pacific Islander, person with disabilities, families with children, or persons with different religious affiliations in the housing market area who may be subject to housing discrimination on the basis of race, color, national origin, sex, religion, marital and familial status, disability, medical condition, sexual orientation, or ancestry. The applicant shall describe on this form the activities it proposes to carry out during advance marketing, where applicable, and the initial rent-up period. The affirmative marketing program also should ensure that any group(s) of persons normally **not** likely to apply for the housing without special outreach efforts know about the housing, feel welcome to apply and have the opportunity to rent.

Part 1 – Applicant and Project Identification. The applicant may obtain Census Tract location information, item 1h, from local planning agencies, public libraries and other sources of census data. For item 1f, specify approximate starting date of marketing activities to the groups targeted for special outreach and the anticipated date of initial occupancy. Item 1i is to be completed only if the applicant is not to implement the plan on its own.

Part 2 – Type of Affirmative Marketing Plan. Applicants for multifamily projects are to submit a marketing plan which describes the marketing program for the particular project or subdivision. The plan should also indicate the racial composition of the housing market area in which the housing will be (is) located. Scattered site builders are to submit individual annual plans based on the racial composition of each type of census tract. For example, if a builder plans to construct units in both minority and non-minority census tracts, separate plans shall be submitted for all of the housing proposed for both types.

Part 3 – Direction of Marketing Activity. Considering factors such as price of rental of housing, the racial/ethnic characteristics of the neighborhood in which housing is (or is to be) located, the population within the housing market area, or the disability or familial status of the eligible population, public transportation routes, etc., indicate which group(s) you believe are least likely to apply without special outreach efforts.

Part 4 – Marketing Program. The applicant shall describe the marketing program to be used to attract all segments of the eligible population, especially those groups designated in the Plan as least likely to apply without special outreach efforts. The applicant shall state: the type of media to be used, the names of newspapers/call letters of radio or TV stations; the identity of the circulation or audience of the media identified in the Plan (e.g., White, Black or African American, Hispanic or Latino, Asian, American Indian/Alaskan Native, Native Hawaiian or Other Pacific Islander, persons with disabilities, families with children, and religious affiliation) and the size or duration of newspaper advertising or length and frequency of broadcast advertising. Community contacts include individuals or organizations that are well known in the project area or the locality and that can influence persons within groups considered least likely to apply.

Such contacts may include, but need not be limited to: neighborhood, minority and women's organizations, faith-based or other community based organizations, labor unions, employers, public and private agencies, disability advocates, and individuals who are connected with these organizations and/or are well-known in the community.

Part 5 – Future marketing Activities. Self-Explanatory.

Part 6 – Experience and Staff Instructions.

- a. Indicate whether the applicant has previous experience in marketing housing to group(s) identified as least likely to apply for the housing without special outreach efforts.
- b. Describe the instructions and training given to rental staff. This guidance to staff must include information regarding Federal, State and local fair housing laws and this Plan. Copies of any written materials should be submitted with the Plan, if such materials are available.

Part 7 – Additional considerations. In this section describe other efforts not previously mentioned which are planned to attract persons in either those groups already identified in the Plan as least likely to apply for the housing without special outreach efforts.

Part 8 – The applicant's authorized agent signs and dates the Plan. By signing the Plan, the applicant assumes full responsibility for its implementation. The Commission or Housing Authority may at any time monitor the implementation of the Plan and request modification in its format or content, where the Commission or Housing Authority deems necessary.

Notice of Intent to Begin Marketing. No later than 90 days prior to the initiation of rental marketing activities, the applicant with an approved Plan shall submit written notice of intent to begin marketing. The notification is required by the Affirmative Fair Housing Marketing Plan Compliance requirements.

**Affirmative Fair Housing Marketing
Certification**

Project Name: _____

Address: _____

I, the undersigned, on behalf of _____ hereby certify under penalty of perjury that the marketing efforts for the above-named project is or have been conducted in complete adherence to the Affirmative Marketing Plan dated _____ as previously accepted and approved by the Los Angeles County Community Development Commission/Housing Authority.

Signature of Property Owner or Designee

(Name) _____

(Title) _____

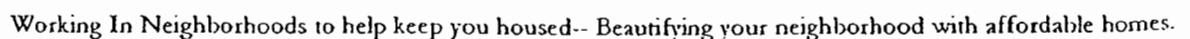
(Date) _____

AGREEMENT NUMBER 2613

**WORKING IN NEIGHBORHOOD
(WIN) PROJECT**

SECOND SUPERVISORIAL DISTRICT

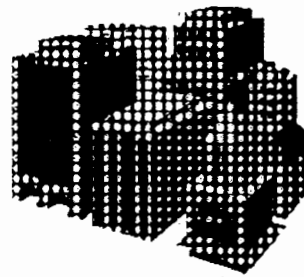
13900 Studebaker Rd. #26, Norwalk, CA 90650
(562) 864-6409 fax (562) 807-1883

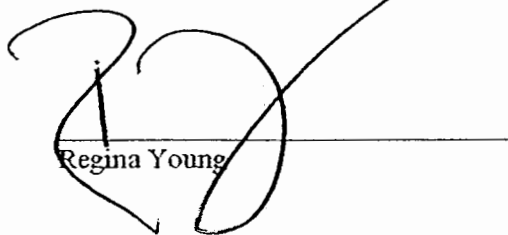


The WIN Project

13900 Studebaker Rd. #26, Norwalk, CA 90650

(562) 864-6409 fax (562) 807-1883




Regina Young

Application to Purchase Tax-Defaulted Property from County

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: WORKING IN NEIGHBORHOOD (WIN) PROJECT
2. Corporate Structure – check the appropriate box below and provide corresponding information:
 - ☒ Nonprofit – provide Articles of Incorporation
 - ☐ Public Agency – provide mission statement (If redevelopment agency, also provide agency survey map)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity's corporate structure and the intended use of the parcel:

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

- ☐ No Purchase – State / county / taxing agency registering objection to preserve lien only
- ☐ Purchase by State / county / tax agency / revenue district / redevelopment agency / special district to preserve its lien
- ☐ Purchase by State / county / tax agency / revenue district / redevelopment agency / special district for public purpose
- ☒ Purchase by nonprofit for low-income housing or to preserve open space

Category B: Parcel is **not** currently scheduled for a Chapter 7 tax sale

- ☐ Purchase by State / county / taxing agency / revenue district / redevelopment agency / special district for public purpose
- ☐ Purchase by nonprofit to use parcel(s) for low-income housing or to preserve open space

C. Property Detail

Provide the following information. If more space is needed for any of the criteria, consolidate the information into a separate "Exhibit" document and attach accordingly:

1. County where the parcel(s) is located: Los Angeles
2. List each parcel by Assessor's Parcel Number: 6104-023-022
3. State the purpose and intended use for each parcel: This Property will be used to do New construction to provide Low Income Housing

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer

Regina Y
Authorized Signature

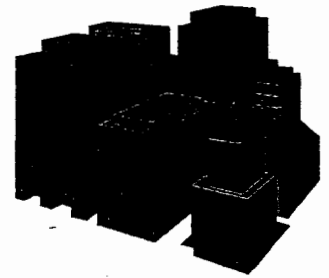
Executive Director
Title

July 14, 08
Date

received
7/16/08
Hussein

AGREEMENT # 2613

The WIN Project
13900 Studebaker Rd. #26
Norwalk, CA 90650
(562) 864-6409 fax (562) 807-1883



*Resolution of
The WIN Board of Directors*

WHEREAS: The WIN Project Board of Directors met on Thursday September 4, 2008 to discuss the Los Angeles County Tax collectors Tax Properties


WHEREAS: It was discussed and approved that The WIN Project will build new affordable single family resident and/or rehabilitate homes for a low to median income families so that the homes can be rented or sold Los Angeles County.

WHEREAS: It was specifically agreed upon by the Board of Directors to build new construction and/or to provide major rehabilitation to the properties located at 1187 E. 57th Street; 142 W. 66th Street; and 942 W. 78th Street in Los Angeles and 3303 Magnolia Av, Lynwood, California to provide affordable housing for Los Angeles County residents.

NOW THEREFORE: We, the Directors have agreed that the Executive Director, Regina Young is authorized to sign all business related documents necessary for The WIN Project to obtain Los Angeles County Tax Collectors properties.

ACCEPTED & ACKNOWLEDGED: This 4th day of September, 2008

BY: Larry Williams, President


Signature

BY: Darnell Bussey, Secretary


Signature





**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



**Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

William K. Huang
Acting Executive Director

August 28, 2008

VIA CERTIFIED MAIL
E-MAIL

Regina Young
Executive Director
The WIN Project
13900 Studebaker Road, #29
Norwalk, CA 90650

RE: 1187 EAST 57TH STREET
APN: 5104-023-022

Dear Ms. Young:

Thank you for submitting an application to the "Chapter 8" Property Improvement Program. The Community Development Commission has reviewed the application and concluded that the project, as proposed, appears to be feasible subject to the conditions of the Agreement for Sale and Purchase of Tax-Defaulted Properties and Covenants, Conditions and Restrictions.

We are recommending the project's approval to the Treasurer and Tax Collector (TTC) who in turn will make a recommendation to the Board of Supervisors to permit the sale of the above property to you for affordable housing. Before the sale can be finalized, the State Controller must also approve the sale.

Please be aware that the property may be redeemed by the owner of title at any time during this approval process. In that event, the sale will be canceled.

If you have any questions about the approval process, please call the Chapter 8 Unit at the Treasurer and Tax Collector's Office at 213-974-0871

Sincerely,

Pansy Yee
Assistant Manager, Housing Development Unit

received
9/8/08
Hussein

cc: Treasurer & Tax Collector





FOR PREV. ASSMT. SEE: 260-21

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

CENTRAL AVENUE HOME
TRACT NO. 2
M.B. 4-75

REQUESTED BY AND
AFTER RECORDATION, MAIL TO:

TREASURER AND TAX COLLECTOR
COUNTY OF LOS ANGELES
ROOM 130
225 N. HILL STREET
LOS ANGELES, CA 90012

(Space Above Line for Recorder's use)

**AGREEMENT FOR SALE AND PURCHASE OF TAX DEFAULTED REAL
PROPERTY AND COVENANTS, CONDITIONS, AND RESTRICTIONS
(APN 5104-023-022)**

*SEE: TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY
(APN 5104-023-022)*

This Agreement by and between the Board of Supervisors of the County of Los Angeles ("Seller") and The WIN Project, a nonprofit corporation organized in accordance with provisions of California law ("Purchaser"), is made effective as of _ *Leave this space blank*

WHEREAS, as set forth in Purchaser's Articles of Incorporation (Exhibit A) of this Agreement, Purchaser is organized and existing for the purpose of acquiring residential dwellings to rehabilitate or vacant property to develop, and sell or rent to Low-Income Persons.

WHEREAS, the Seller is interested in selling tax defaulted real properties to qualified nonprofits for the development of affordable housing for Low-Income Persons.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. A list of definitions of terms used in this Agreement is attached hereto as Exhibit B.
2. Subject to approval by the California State Controller and the Los Angeles County Board of Supervisors and subject to termination of redemption rights under Section 3803 of the California Revenue and Taxation Code, Seller agrees to sell to Purchaser that real property described in Exhibit C of this Agreement (the "Property"). The Property was tax defaulted for nonpayment of taxes and is now subject to the Los Angeles County Tax Collector's power of sale, under the County Tax Collector Tax Defaulted Sales Program (the "Program") pursuant to Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code.
3. The purchase price in this Agreement is the projection of the purchase price for a schedule of eight (8) months. If this Agreement is completed in less time, then the purchase price will be decreased; however, if the completion of this Agreement is longer than this time, the price will increase accordingly. The Purchaser agrees to and shall pay the purchase price for the Property as stipulated in Exhibit C, which

does not include the cost of giving notices of this Agreement and shall be paid within fourteen days of the effective date of the sale. Attached as Exhibits F and G, respectively are the resolution by Purchaser's Board of Directors authorizing the Purchaser to purchase the Property, and, if applicable, an acknowledgement by the City where the Property is located of the Purchaser's intent to purchase the Property.

4. The Purchaser agrees to and shall comply with those particular conditions listed in "Specific Conditions of Performance" (Exhibit D) that must be performed or carried out prior to the date the Tax Deed is recorded.
5. The Purchaser further agrees to and shall comply with all of the following conditions within two years from the date the Tax Deed is recorded. It is expressly made a condition of the sale of the Property that the Property be used by the Purchaser exclusively:
 - a. In the case of residential real property, for rental by or for sale to Low-Income Persons.
 - b. In the case of vacant real property, for construction of residential dwellings for sale or rent to Low-Income Persons.
 - c. The Purchaser shall fully comply with the "Specific Conditions of Performance" (Exhibit D) which further defines and memorializes covenants, conditions and restrictions to carry out the public purposes of the Program concerning the use, income restrictions, conveyance and transfer of the Property during the Affordability Period, or alternatively, the Homebuyer's ownership of the Property.
 - d. The Purchaser shall complete all repairs, construction, and other development necessary, as determined in the sole discretion of the Community Development Commission of the County of Los Angeles (the "Commission"), in order to rehabilitate or construct the Property (the "Work") for use as a single family ownership residence or rental property for Low-Income Persons. The Purchaser shall complete the Work within **two** years, or such other time period determined in the sole discretion of the TTC. Prior to sale or occupancy of the Property, the Purchaser shall obtain from regulatory agencies all the necessary permits and certifications. The Purchaser shall also fully comply with the "Covenants, Conditions, and Restrictions" attached as Exhibit E, and incorporated herein by reference.
6. The Purchaser shall not commence construction or rehabilitation activities upon the Property until 1) the Tax Deed is recorded and received, and 2) the Purchaser has received express written approval from the Commission and obtained all necessary permits.
 - a. The Purchaser agrees that prior to the commencement of the Work; it shall furnish to the Commission such documentation as may be requested by the

Commission, including documentation that the Purchaser has the financial resources required for completion of the Work. The Purchaser further agrees that it will not commence with the Work unless and until it receives a "Notice To Proceed" from the Commission.

- b. The Purchaser will promptly provide to the Commission proof of progress toward compliance with the Work in accordance with regulations established by the Seller and by the California State Controller. At present, these regulations require submission of progress reports and financial statements every six (6) months until the Property is ready for occupancy.
7. After completion of the Work, the Purchaser will then sell or rent the Property to Low-Income Persons or subject to the Commission's prior written approval, transfer the Property to another qualified nonprofit organization engaged in providing housing to Low-Income Persons.

8. PROCEEDS

Purchaser covenants and agrees that any proceeds that are available from the sale, transfer, or refinance of the Property shall be divided between the Purchaser and the Commission in the following manner:

- a. Homeownership Property.
 - 1) The Commission will establish an Initial Sales Price for the Property, based upon an affordable monthly payment and the income of the qualified Homebuyer.
 - 2) The Purchaser and the Commission shall equally divide the remainder of the net sales proceeds after deducting the Initial Investment of the Purchaser, which may be recouped by the Purchaser.
 - 3) The difference between the "Market Value" of the Property less the Initial Sales Price of the Property shall be represented by a Promissory Note secured by a Second Deed of Trust in favor of the Purchaser and the Commission to share and share alike. The Promissory Note shall bear no interest, and payment of the principal shall be due on the sale or Transfer of the Property by the Homebuyer. The conveyance of title between members of the Homebuyer's immediate family shall not be considered a "sale" or "Transfer" of the Property for purpose of repayment of the Promissory Note.
 - 4) The Homebuyer shall retain any equity from Future Appreciation of the Property after the Homebuyer's initial purchase.
- b. Rental Property.
 - 1) The Purchaser may recoup its Initial Investment from the proceeds of refinancing or selling the Property to a qualified nonprofit organization,

which is subject to the Commission's prior approval. The amount of proceeds from a refinancing will be subject to prior approval by the Commission to assure the successful operation and maintenance of the Property during the Affordability Period.

- 2) Any available proceeds in excess of the Initial Investment resulting from a Commission-approved refinancing or sale of the Property will be divided equally between the Purchaser and the Commission. However, to the extent that proceeds are available, in no case shall the Purchaser receive less than its Initial Investment plus Reasonable Profit.
 - 3) The Purchaser shall provide sixty (60) days advance written notice to the Commission of the Purchaser's intent to transfer the Property if such transfer would occur during the Affordability Period, and such transfer shall be subject to the express prior written consent of the Executive Director of the Commission or a designee.
- c. Any net proceeds of sale or refinance becoming available to the Purchaser shall be used by the Purchaser only to develop or rehabilitate affordable housing, consistent with the purposes stated in the Purchaser's Articles of Incorporation.

9. DEFAULT

- a. The following shall constitute events of default:
- 1) Where the Property is used for affordable rental housing, if said Property ceases to be used exclusively for affordable housing as the public purpose and in a manner stated herein during the Affordability Period.
 - 2) Where the Property is to be sold or transferred to a qualified Homebuyer, if said Property ceases to be the principal residence of the initial Homebuyer or if the initial Homebuyer rents the Property to another household, abandons the property, or suspends living in the property in a manner stated herein.
 - 3) The Purchaser commences Work upon the Property prior to receiving express written approval from the Commission to proceed with the commencement of such activities.
 - 4) Failure to maintain the Property improvements and the Property to the minimum Housing Standards of the County of Los Angeles, to keep the Property free from any accumulation of debris, waste materials, and/or to maintain all landscaping in a healthy condition.
 - 5) Transfer of the Property to a Homebuyer who does not qualify as a Low Income Person.

- 6) Transfer, or suffer any involuntary transfer of the Property, or any part thereof, in violation of this Agreement.
 - 7) Failure to comply with the rent and affordability restrictions herein.
 - 8) Should the Purchaser fail to perform all or any portion of the Work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case notice thereof, in writing will be served upon the Purchaser, and should the Purchaser neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Seller within the time specified in such notice, the Seller shall have the power to suspend or terminate the operations of the Purchaser with regard to the Property in whole or in part.
 - 9) Should the Purchaser fail within the Time Period specified within this Agreement to perform the Work in a satisfactory manner, in accordance with the provisions of this Agreement, or if the Work to be done under this Agreement is abandoned for more than 90 days by the Purchaser, then notice of deficiency thereof in writing may be served upon the Purchaser by the Seller. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Purchaser under this Agreement shall, at the option of the Seller become its property. Should the Purchaser fail to comply with the terms of this Agreement, upon receipt of said written notice of deficiency, the Seller shall have the power to suspend or terminate the operations of the Purchaser with regard to the Property in whole or in part.
 - 10) In the event that a petition of bankruptcy shall be filed by or against the Purchaser, and the petition has not been dismissed or discharged within 180 days of its filing.
- b. A party claiming a default (claimant), shall give written notice of default to the other party, specifying the default complained of and may take action to correct the default. The claimant shall not institute proceedings against the other party if the other party within five (5) days from receipt of such notice, immediately, with due diligence, commences to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice of default, or if the default cannot reasonably be cured within thirty (30) days after notice is given, but the party reasonably commences to cure the default within the five (5) day period and diligently and in good faith continues to cure the default to completion of the cure.
 - c. The Commission and the Seller, in the event of any breach of any covenant or restriction under this Agreement, shall have the right to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other property proceedings to enforce the curing of such breach.

- d. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California.
- e. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.
- f. In the event that any legal action is commenced by the Purchaser, or by the Seller against the Purchaser, service of process on the Purchaser shall be made by personal service and shall be valid whether made within or without the State of California, or service of process on the Purchaser shall be made in such other manner as may be provided by law.
- g. Upon the occurrence of an event of default and the failure to cure within the cure period, or the failure to comply with the conditions specified in this Agreement, the Seller may direct, after considering the Commission's recommendation and applicable law and regulations governing the Program, that the Purchaser shall take one of the following actions:
 - 1) The Purchaser to transfer the Property to a different nonprofit designated or approved by the Commission
 - 2) The Purchaser to transfer the Property to the Commission at the sole discretion of the Commission.
 - 3) Permit the Purchaser to sell the Property for costs incurred (including to a for-profit entity).
 - 4) Purchaser to execute a Deed of Trust identifying the Commission as the Beneficiary therein. Foreclosure of said Deed of Trust may occur in the event of default by the Purchaser.
 - 5) The Purchaser will relinquish any claim to the Property without any compensation or refund.
- h. The Seller, the Commission, or their assigns shall have the additional right, at their option, to enter the Property, without charges or fees, and to cure any default solely at the expense of the Purchaser, except for causes, as mutually determined by the Purchaser and the Commission, that are beyond the control of the Purchaser.

- i. The right to enter and cure default shall be subject to and be limited by and shall not defeat, render invalid, or limit: (i) any mortgage or deed of trust permitted by this Agreement; and (ii) any rights or interest provided in this Agreement for the protection of the holders of such mortgages or deeds of trust, and in such an event the Purchaser, or any qualified Homebuyer who purchased or received the Property from the Purchaser, shall reimburse the Seller, the Commission or their assigns for all costs and expenses incurred, including but not limited to: (i) salaries of personnel used in connection with the management of the Property, or part thereof, and less any income derived in connection with such management of the Property; (ii) all taxes, assessments, and any utility charges with respect to the Property or such charges, if paid, or (iii) any payments made or payments due on any encumbrances or liens existing on the Property or part thereof or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees, and expenditures made or obligations incurred with respect to the repairing, maintaining or completion of any improvements on the Property, or part thereof.
- j. The Purchaser shall pay any and all costs required to cure a default including the transfer of the Property to the Seller, the Commission or their assigns.

10. INDEMNITY

Purchaser, its Contractors, Subcontractors, Design Professionals, agents, officers, and employees agree to indemnify, defend and save harmless the Seller, its agents, officers and employees, from and against any and all liability, expenses, including reasonable attorney's fees and costs, as determined at the sole discretion of the Seller, and claims for damages of any nature whatsoever, which claims arise directly or indirectly from or in connection with this Agreement, the Property or the Project, including, but not limited to Claims respecting bodily injury, death, damage, workers' compensation, liability or expense arising from or in connection with services performed by any person pursuant to this Agreement. Purchaser agrees that all claims include but are not limited to, actions by any third parties for personal injuries, wrongful death, and or contractual disputes, excepting only any actions arising out of the willful misconduct of the Seller. This indemnification clause shall remain in force and effect following the expiration of the term of this Agreement.

11. BINDING FOR THE BENEFIT OF THE SELLER

All covenants contained in this Agreement shall be construed as covenants running with the land and shall be binding for the benefit of the Seller and such covenants and restriction shall be in force and effect, without regard to whether the Purchaser is owner or has an interest in the Property for fifteen (15) years. Only the Seller, or its successor, may remove a covenant from the Property prior to that time.

12. NOTICES

Notices under this Agreement shall be given in accordance with applicable statutory requirements. If there are no statutory requirements in effect, notices, demands, requests, elections, approvals, disapproval's, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service and addressed or faxed as follows:

If to Purchaser:

Regina Young
The WIN Project
13900 Studebaker Rd #26
Norwalk, CA 90650

If to the Commission:

Community Development Commission of
the County of Los Angeles
2 Coral Circle, Monterey Park, CA 91755
Attn: Housing Development Division
Fax No:

If to the Seller:

Treasurer and Tax Collector
225 N. Hill Street
Room 130
Los Angeles, CA 90012
FAX (213) 680-3648

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if faxed, provided there is written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with United States Mail, or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; and one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement.

13. ENTIRE AGREEMENT

This Agreement, with Exhibits A through H, constitutes the entire agreement of the parties.


EXHIBIT A	Purchaser's Articles of Incorporation
EXHIBIT B	List of Definitions
EXHIBIT C	Real Property Description
EXHIBIT D	Specific Conditions of Performance
EXHIBIT E	Covenants, Conditions, and Restrictions
EXHIBIT F	Resolution by Purchaser's Board of Directors
EXHIBIT G	City Acknowledgement of Purchaser's Intent to Purchase Property-

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "C" is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel. This Agreement shall also become null and void and the right of redemption restored upon the Purchaser's failure to comply with the terms and conditions of this Agreement.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.


ATTEST:
Secretary

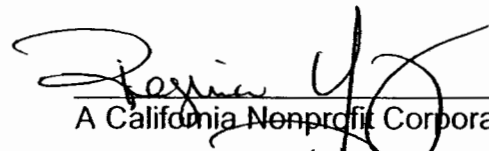
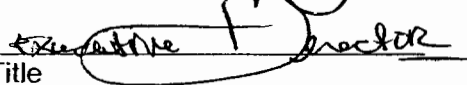
(seal)

ATTEST:



By _____
Clerk of the Board of Supervisors

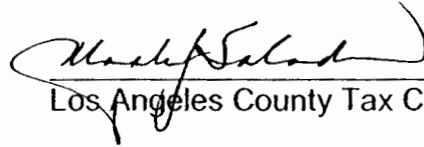
By _____
Deputy
(seal)


A California Nonprofit Corporation

Title

Board of Supervisors
Los Angeles County

By _____
Chair of the Board of Supervisors

This Agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described herein.


Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore sets forth and approves the foregoing agreement this ____ day of _____, 20__.

By: _____
State Controller

EXHIBIT A

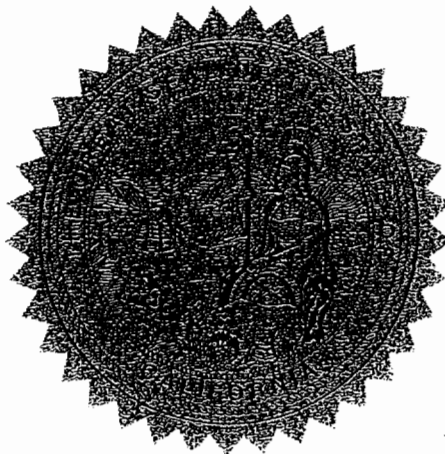


SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 4 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 14 2001

Bill Jones

Secretary of State

A0568861

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

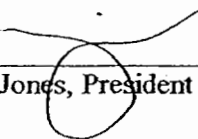
AUG 14 2001

BILL JONES, Secretary of State

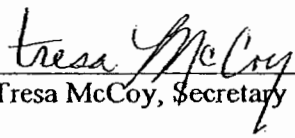
Restated Articles of Incorporation

The undersigned certify that:

1. They are the president and the secretary respectively of The Win Project, a California Nonprofit Corporation.
2. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.
3. The foregoing amendment and restatement of Articles of Incorporation had been duly approved by the required vote of the members.
4. The Articles of Incorporation of this Nonprofit Corporation are amended and restated to read as set forth in the attached exhibit A.
5. We further declare under penalty of perjury under the laws of the state of California that the matters set forth in this certificate are true and correct of our own knowledge.


Peter Jones, President

8-14-01
Date


Tresa McCoy, Secretary

8-8-01
Date

"Exhibit A"

Articles of Incorporation

Of

The Win Project

ARTICLE I

The name of this corporation is The Win Project

ARTICLE II

- A. This corporation is a nonprofit, public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and public purposes.
- B. The primary and specific purposes for which this corporation is formed are:
 - (1) To raise the economic, educational and social levels of the residents of California including low-income persons and families of the community who are substantially unemployed, under employed, or whose income is below federal poverty guidelines. To foster and promote community-wide interest and concern for the problems of said residents to the end that (a) educational, economic and business opportunities may be expanded; (b) sickness, poverty, crime and environmental degradation may be lessened; (c) racial tensions, prejudice and discrimination economic of otherwise; and (d) housing shortage may be ended.
 - (2) The express purpose is to sale or rent affordable newly constructed or rehabilitated homes to low or moderate-income persons or families and individuals that may be homeless. To expand the opportunities available to said residents and groups of low and moderate income persons or families to own or rent affordable housing in depressed areas that are being rehabilitated; and to assist said residents and groups in obtaining financial support from other sources. To assist in the redevelopment of existing deteriorated Housing or the construction of new such Communities to increase such available space to attract new residents into the area to foster new job opportunities and economic growth.
 - (3) To expand the opportunities available to said residents and groups to obtain adequate affordable housing accommodations by construction, rehabilitating and providing decent, safe and sanitary housing in California for persons and families of low and moderate income who would not otherwise be able to find or afford a suitable place to live; To help relieve the poor, homeless, distressed, underprivileged and indigent by enabling them to secure the basic human needs of decent shelter and lessen the burdens of government and

promote their social welfare; To rehabilitated substandard buildings or the construction of new housing facilities in place of blighted structures or blighted vacant sites for the purpose of the community and contributing to its physical improvement. or blighted vacant sites for the purpose of combating the deterioration of the community and contributing to its physical improvement.

- (4) To aid, support and assist by gifts, contributions or otherwise other corporations, community chests, funds and foundations organized and operated exclusively for charitable, Community Housing purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation.
- (5) To do any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the forgoing purposes, either directly or indirectly, and either alone or in conjunction or cooperation with others, whether such other be persons or organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies.

ARTICLE III

The authorized number and qualifications of members of the corporation, the classes of membership, if any, and the property, voting and other rights and privileges of the members shall be as set forth in the bylaws and the liability for dues and assessment and the method of collection, if any, shall be as set forth therein.

ARTICLE IV

This corporation is not organized nor shall it be operated for profit and no part of this corporation's income or assets shall ever inure to the benefit of any director, officer or member of this corporation or to the benefit of any private individual. The property of this corporation is irrevocably dedicated to charitable and public purposes.

On the dissolution or winding up of this corporation, its assets remaining after the payment of, or provision for payment of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation organized and operated exclusively for charitable purposes and / or public purposes, and that has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code and Section 23701 (d) of the California Revenue and Taxation Code.

ARTICLE V

This corporation is organized exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue

Law), or (ii) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

No substantial part of the activities of this corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, nor shall this corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for political office.



EXHIBIT B
LIST OF DEFINITIONS

**AGREEMENT FOR SALE AND PURCHASE OF TAX DEFAULTED REAL PROPERTY
AND COVENANTS, CONDITIONS, AND RESTRICTIONS**

Affordability Period: For a rental property of 2-4 units, that occupancy is restricted to low-income persons for a period of fifteen (15) years; and for a rental property of 5 or more units that has a difference of at least \$135,000 per unit between the assessed value at the time of sale to the nonprofit organization and the nonprofit's Initial Investment, as defined in the Agreement, that occupancy is restricted to low-income persons for a period of twenty (20) years. The applicable affordability period shall begin from the date of issuance of a certificate of occupancy, or the date of local authorization that the Property is suitable for occupancy, during which the Property is rented to Low-Income Persons at affordable rent.

Affordable Rent: The tenant shall pay no more than 30 percent of 120 percent of the Area Median Income which is calculated as 30 percent times 110 percent of the Area Median Income by the California Department of Housing and Community Development.

Area Median Income: Determined annually by the California Department of Housing and Community Development, adjusted for family size appropriate for the unit, for the Los Angeles-Long Beach Metropolitan Statistical Area.

Commission: Community Development Commission of the County of Los Angeles.

Deed of Rescission: Purchaser's Deed of Rescission and Reconveyance wherein Purchaser rescinds its interest in the Property and transfers the interest to another party.

Future Appreciation: Any increase in value of the Property above the Market Value, subsequent to the initial transfer of title to the Homebuyer.

Hard Costs: Costs approved by the Commission that are directly attributable to rehabilitation and construction including labor and materials.

Homebuyer: A person or persons purchasing the Property from Purchaser and who qualify as Low-Income Persons.

Homebuyer's Promissory Note: A zero interest, deferred payment note secured by Second Deed of Trust, wherein the Homebuyer promises to pay, in equal amounts to the Commission and the Purchaser, the difference between the Market Value less the Initial Sales Price, payable upon transfer of the property by the Homebuyer to a third party.

Initial Investment: Monetary outlay of the Purchaser for the Property, consisting of the purchase price paid to the Seller, actual Commission-approved costs expended for improvement of the Property, customary title and document fees, and fees paid to the Seller and the Commission.

Initial Sales Price: Price for Homebuyer to purchase the Property, established by the Commission based upon an affordable monthly payment and the income of the Homebuyer.

Low-Income Persons: Persons and families of low or moderate income, as defined by Section 50093 of the California Health and Safety Code, (annual income does not exceed 120 percent of area median income) as per Section 3772.5 of the California Revenue and Taxation Code.

Market Value: To be determined by the Commission at the time of the sale or transfer of the Property to Homebuyer.

Notice To Proceed: Notification from the Commission granting permission to start work.

Program: Los Angeles County Treasurer and Tax Collector's Chapter 8 Program.

Property: Real property described in Exhibit C.

Purchaser: A nonprofit organization incorporated pursuant to Part 2 (commencing with Section 5110) of Division 2 of Title 1 of the California Corporations Code for the purpose of acquisition of: 1) single family or multifamily dwellings for rehabilitation and sale or rent to low-income persons, or for other use to serve low-income persons; or 2) vacant land for construction of residential dwellings and subsequent sale or rent to low-income persons, for other use to serve low-income persons.

Reasonable Profit: Fifteen percent of the actual hard cost of rehabilitation or construction.

Second Deed of Trust: A Deed of Trust for the Homebuyer's Promissory Note, secured by recordation against the Property.

Seller: County of Los Angeles.

Specific Conditions of Performance: Actions to be undertaken by Purchaser, set forth in Exhibit G.

Tax Deed: Tax Deed to Purchaser of Tax Defaulted Property.

Time Period: Two (2) years from the date the Tax Deed is recorded.

Transfer: Conveyance of title between members of the Homebuyer's immediate family shall not be considered a transfer for purposes of repayment of the Homebuyer's Promissory Note.

TTC: Los Angeles County Treasurer and Tax Collector.

Work: Construction or rehabilitation necessary to place the Property in habitable condition.

EXHIBIT C
REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

ITEM	DESCRIPTION
Address	1187 EAST 57 TH STREET, Los Angeles, CA 90011
Assessor's Parcel No.	5104-023-022
Legal Description:	Central Ave Home Tract No 2 Lot 253
Agreement Number	2613
Supervisory District	2
Location	City of Los Angeles
First Year of Delinquency	1985
Default Year	1986
Purchase Price	\$74,555.00*
Purpose of Acquisition	Construct/Rent or Sell to Low-Income Persons

*See Agreement page 1 paragraph 3

EXHIBIT D
SPECIFIC CONDITIONS OF PERFORMANCE

1187 EAST 57TH STREET

APN: 5104-023-022

1. One detached for-sale single family unit shall be constructed as indicated in Section 5(d) of the Agreement for Sale and Purchase of Tax Defaulted Real Property and Covenants, Conditions and Restrictions.
2. Prior to the date the Tax Deed is recorded, the Purchaser shall provide to the Los Angeles County Community Development Commission (CDC):
 - a. Written evidence of construction financing commitment in an amount of \$318,370;
 - b. Written evidence of secondary mortgage commitment totaling \$108,839;
3. Issuance of an express written approval to proceed with construction (Notice to Proceed) shall be given by the CDC only upon receipt of all of the following from the Purchaser:
 - a. A complete and detailed proforma acceptable to the CDC;
 - b. Copy of approved building permit;
 - c. A copy of the Phase 1 Environmental Site Assessment report prepared in accordance with ASTM E-1527-05 standards and, if appropriate, a copy of the Phase 2 Site Investigation report.
 - d. Evidence of CEQA approval from the local jurisdiction in the form of:
 - 1) Notice of Exemption (signed letter from local jurisdiction) or
 - 2) Negative Declaration (including initial study, adopted resolution and notice of determination) or
 - 3) Mitigated Negative Declaration (including initial study, adopted resolution, notice of determination and mitigation monitoring plan).
 - e. Detailed progress reports and financial statements shall be provided every six months starting with the date of this agreement until the sale closes escrow.
 - f. Payment of fees due (Exhibit D-1).
4. The Purchaser shall provide CDC with a Certificate of Occupancy upon construction completion.
5. Buyer shall have household income that does not exceed 120% of the County median as determined by the California Department of Housing and Community Development.

6. Buyer's annual (gross) income shall be calculated using the methodology in conformity with HUD's "Technical Guide for Determining Income and Allowances for the HOME Program," Third Edition, January, 2005, or later edition, if available.
7. Developer shall certify under penalty of perjury that the buyer's income does not exceed 120% of the County median.
8. The sale price of the unit shall be based on the affordable monthly housing cost as determined by using the current Form B.11 (Calculation of Monthly Housing Cost) of the CDC Application for "Chapter 8" Property Improvement Program. The final determination of sale price will be made by the CDC in accordance with Section 8 of the Agreement for Sale and Purchase of Tax Defaulted Real Property.
9. The CDC shall receive copies of all escrow documents, including the final settlement statement.
10. Affirmative Marketing Plan approved by the CDC. The plan must be prepared in accordance with the Affirmative Marketing Requirements in Exhibit H.

EXHIBIT D-1

FEES

WHEN	COST	DESCRIPTION	COMMENTS
APPLICATION SUBMITTAL:			
	\$740	Nonprofit Assessment	One-time fee; nonrefundable
	\$440	Property Review	
	\$260	Agreement for Sale with conditions	
Subtotal:	\$1,440		Cashier's check to accompany application
PRIOR TO NOTICE TO PROCEED:			
	\$1,645	Pre-Construction Review for compliance with conditions and financial feasibility	
	\$900	Construction Monitoring	Covers three inspections; refund if fewer than 3 inspections or additional fee for more inspections
	\$700	Initial Affordability Compliance	
	\$460	Ongoing Affordability Compliance	

All fee payments must be made in the form of a cashier's check.

EXHIBIT E
COVENANTS, CONDITIONS, AND RESTRICTIONS

I. INCOME RESTRICTIONS

For the purposes of these Covenants, Conditions, and Restrictions, "Low-Income Persons" means persons and families of low or moderate income, as defined by Section 50093 of the California Health and Safety Code, as per Section 3772.5 of the California Revenue and Taxation Code.

II. GENERAL AFFORDABILITY COVENANT AND TERM

The purpose of this "Affordability Covenant" is to meet the requirements of Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code regarding the Program and is utilized to transfer the Property as part of the Seller's public purpose. The Property shall have a minimum "Affordability Period" as described in Section IV below.

III. EFFECTS AND DURATION OF COVENANTS OF AFFORDABILITY FOR RENTAL PROPERTIES

The covenants respecting affordability standards for rental properties contained herein shall be as follows:

- A. For properties of two to four units, for fifteen (15) years from the date of issuance of all permits and certificates that the Property is suitable for occupancy.
- B. For properties of five or more units and a difference of at least \$135,000 per unit between the assessed value at the time of sale to the nonprofit organization and the nonprofit's Initial Investment, for twenty (20) years from the date of issuance of all permits and certificates that the Property is suitable for occupancy.

The covenants established hereunder shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Seller, its successors and assigns, and any successor in interest to the Property or any part thereof.

The Purchaser shall include in each deed conveying title to a rental property the covenants restricting future rental of the Property to Low-Income Persons and provisions specifying the duration of each of said covenants.

The covenants respecting affordability standards for homebuyer properties contained herein shall be effective until the Property is sold or transferred to a

qualified Homebuyer for use as a residential dwelling. The covenants established hereunder shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Seller, its successors and assigns, and any successor in interest to the Property or any part thereof. The Purchaser shall include in each deed to a Homebuyer conveying title to a residence, the covenants prohibiting discrimination, as set forth in **Sections VI and VII below**, and the terms set forth in **Section 4** of this Agreement.

IV. AFFORDABILITY FOR PROPERTY RENTED TO LOW-INCOME TENANTS

If the Purchaser operates the Property as affordable rental housing for Low-Income Persons pursuant to this Agreement, all of the following conditions shall be met for the Affordability Period.

If, however, the Purchaser and/or any successor in interest maintains the Property in continuous occupancy as affordable rental housing for Low-Income Persons for the entire Affordability Period, all restrictions under the Affordability Covenant shall have no further force and effect. The Seller shall release any and all interest as the public purpose will have been served and the conditions, covenants and restrictions on the Property related to the public purpose of Affordable Housing shall expire.

- A. For the purposes of this Agreement, "Affordable Rent" is defined in Exhibit "B" of this Agreement.
- B. Purchaser covenants and agrees for itself, its successors and assigns, that the Purchaser, its successors and assigns, shall devote the Property solely for use as rental housing for Low-Income Persons, and to provide all information and documentation requested by the Commission in monitoring occupancy and condition of the Property.
- C. Purchaser covenants and agrees for itself, its successors, its assignees, and every successor in interest to the Property or any part thereof, that upon completion of construction or rehabilitation of one or more residential dwellings as evidenced by issuance of a certificate of occupancy, and thereafter for a minimum Affordability Period of fifteen (15) years, the Property shall be continuously occupied or held available for rent to Low-Income Persons as set forth in this Agreement.

V. AFFORDABILITY FOR PROPERTY TRANSFERRED OR SOLD TO HOMEBUYERS

If the Purchaser transfers or sells the Property, or any portion thereof, to a qualified Homebuyer, all of the following conditions shall be met only with respect to the initial Homebuyer.

- A. At the time of transfer or sale, the Homebuyer must be qualified as a Low-Income Person as defined in Section I above.
- B. The Sales Price paid by the Homebuyer for the Property shall not exceed the "Initial Sales Price" as defined in Exhibit B of this Agreement.
- C. Any Homebuyer who purchases or acquires title to the Property, in whole or in part, must agree to use it as their principal place of residence and not rent the Property to another household during their ownership of the Property.
- D. The Homebuyer shall not abandon the Property nor suspend living at the Property as required by this Agreement during their ownership of the property.

VI. OBLIGATION TO REFRAIN FROM DISCRIMINATION

The Purchaser covenants by and for itself and any and all successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Purchaser or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The foregoing covenants shall run with the land.

VII. FORM OF NONDISCRIMINATION AND NONSEGREGATION CLAUSES

The Purchaser shall refrain from restricting the sale or transfer of the Property or any portion thereof on the basis of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

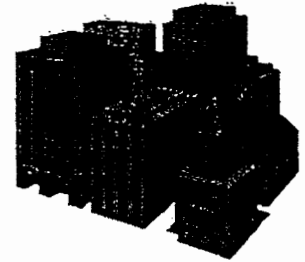
- A. In deeds: "The Purchaser herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the

Purchaser himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

- B. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex or sexual orientation, age, medical condition, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

EXHIBIT F

The WIN Project
13900 Studebaker Rd. #26
Norwalk, CA 90650
(562) 864-6409 fax (562) 807-1883



*Resolution of
The WIN Board of Directors*

*Resolution of
The WIN Board of Directors*

WHEREAS: The WIN Project Board of Directors met on Wednesday December 27, 2006 to discuss the Los Angeles County Tax collectors Tax Properties

WHEREAS: It was discussed and approved that The WIN Project will Build New construction single Family Resident for a low to median income family house hold for sale and rent in Los Angeles County,

WHEREAS: was specifically agreed upon by the Board of Directors to build new construction and to provide major rehabilitation on some of the properties and provide affordable housing for Los Angeles County residents.

NOW THEREFORE: We, the Directors have agreed that the Executive Director, Regina Young is authorized to sign all business related documents necessary for The WIN Project to obtain Los Angeles County Tax Collectors properties.

ACCEPTED & ACKNOWLEDGED

This 27 day of December, 2006

BY: President ITS: Donna Williams
BY: Regina Young ITS: Regina Young

EXHIBIT G



JAN PERRY
COUNCILWOMAN
NORTH DISTRICT
ASSISTANT PRESIDENT PRO TEMPORE

City Council
of the
City of Los Angeles
City Hall

ENERGY AND THE ENVIRONMENTAL
CHAIR

ARTS, PARKS, HEALTH & AGING
VICE-CHAIR

HOUSING, COMMUNITY &
ECONOMIC DEVELOPMENT
MEMBER

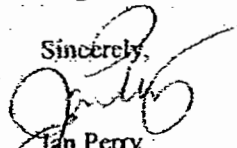
May 22, 2007

Los Angeles County Community Development Commission,
2 Coral Circle
Monterey Park, California 91755

I am writing to provide support for the rehabilitation and development of affordable housing by The WIN Project in my council district. The WIN Project has proposed the development of low-income and infill housing at three locations in my district. This housing will provide home ownership opportunities for low-income families.

The properties proposed for construction and rehabilitation are located at 142 W 66th Street; 1187 E 57th Street; and 230 East 78 Streets in the City of Los Angeles.

Sincerely,



Jan Perry
Councilwoman

KGjp



Exhibit H

LOS ANGELES COUNTY COMMUNITY DEVELOPMENT COMMISSION AFFIRMATIVE MARKETING (HOMEOWNERSHIP)

In accordance with the California Fair Employment and Housing Act and the policy of the Los Angeles County Community Development Commission (Commission), and the Los Angeles County Housing Authority (Housing Authority), property owners or their designees must adhere to the following affirmative marketing guidelines in order to create awareness for the general public and certain community groups as to the availability of units designated for lower and/or moderate-income .

APPLICABILITY

Property owners or their designees are required to provide an affirmative marketing plan and procedures for all developments with designated units. Procedures to be used must identify how persons in the housing market area who are not likely to apply for the housing without special outreach shall be informed and made aware of available affordable housing opportunities. The Commission has identified two groups as least likely to apply without special outreach efforts, namely, African-American and Hispanic persons.

THE AFFIRMATIVE MARKETING PLAN

The Property Owner or designee's Affirmative Marketing Plan shall consist of a written marketing strategy designed to provide information and to attract eligible persons in the housing market area to the available units without regard to race, color, national origin, sex, religion, marital and familial status, disability, medical condition, sexual orientation, or ancestry. It shall describe initial advertising, outreach (community contacts) and other marketing activities, which will inform potential buyers of the availability of the units. It shall also outline an outreach program which includes special measures designed to attract those groups identified as least likely to apply without special outreach efforts, (because of existing neighborhood racial or ethnic patterns, location of housing or other factors) and other efforts designed to attract persons from the total eligible population.

The Property Owner must do the following:

1. Insert Equal Housing Opportunity logotype, statement or slogan on all written outreach tools (i.e. signs, advertisements, brochures, direct mail solicitations, press releases, etc.)

2. Display prominently the Fair Housing poster at the leasing office and project site from the beginning of construction through occupancy. (24 CFR 110.10). This poster must be at a minimum 11 inches by 14 inches (24 CFR 110.25).
3. The Developer is required to offer the buyer a list of home entrance, interior routes of travel, kitchen, and bathroom modifications that would make the home accessible to persons with disabilities. The Developer must indicate at what point in the construction process the buyer must notify the developer that the features are desired. These modifications are to be made at the buyer's expense. A list to be used during the sales period must be included in the plan.
4. In addition to the above, the Affirmative Fair Housing Marketing Plan shall outline:
 - a. Commercial Media to be used (i.e., community newspapers and non-English language newspapers, radio, television, billboards, religious or local real estate publications, etc.).
 - b. Marketing efforts to be used (i.e., brochures, letters, handouts, direct mail, signs, etc.)
 - c. Community Contacts to supplement formal communications media for the purpose of soliciting group(s) least likely to purchase the available housing without special outreach efforts. They should be individuals or organizations (i.e., service agencies, community organizations, places of worship, etc) that have direct and frequent contact with those identified as least likely to apply. The contacts should also be chosen on the basis of their positions of influence within the general community and the particular target group. The Property Owner must agree to establish and maintain contact with the identified contacts.
 - d. Specify means to assure that information regarding the availability of accessible/adaptable for-sale units reaches eligible individuals with disabilities will be disseminated to increase effectiveness of outreach and communications (e.g., Telecommunications Devices for the Deaf (TTY), materials on tape or in Braille, accessible locations for activities and meetings, etc.)
 - e. State that access to all sales offices for the project, as well as the offices of any first trust deed lenders for the project will be accessible to persons with disabilities as required by the American with Disabilities Act.
 - f. The written Affirmative Fair Housing Marketing Plan for each project shall be accompanied by a completed Affirmative Fair Housing Marketing Plan Summary (attached).

BUYER SELECTION

1. The Property Owner or designee shall maintain records of all prospective homebuyer applicants, including their race, ethnicity and gender, reasons for denial of application, placement on a waiting list, etc.
2. The Property Owner or designee shall also provide for the selection of applicants from a written waiting list in the chronological order of their application, insofar as is practicable, and provide prompt written notification to any rejected applicants of the grounds for any rejection.
3. The Property Owner or designee must certify that it has affirmatively furthered fair housing.

Affirmative Fair Housing Marketing Plan Summary (HOMEOWNERSHIP)

1a. Applicant's Name, Address (including city, state & zip code) & phone number	1b. Project's Name, Location (including city, and zip code)	
1c. Number of Units	1d. Sales Price Range From \$ To \$	1e. Type of Housing <input type="checkbox"/> Development <input type="checkbox"/> Scattered Site
1f. Approximate Starting Dates (mm/dd/yyyy) Advertising _____ Occupancy _____	1g. Housing Market Area	
	1h. Census Tract	
1i. Sales Agent's Name & Address (including city, state & zip code) & phone number		

2. Type of Affirmative Marketing Area (check all that apply)

- ☐ White (non-minority) Area
 ☐ Minority Area
☐ Mixed Area (with _____% minority residents)

3. Direction of Marketing Activity (indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts)

- ☐ White ☐ Hispanic or Latino ☐ American Indian or Alaskan Native ☐ Asian
☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ Families with Children
☐ Persons with Disabilities ☐ Other (e.g., specific ethnic group, religion): _____

4a. Marketing Program: Commercial Media (Check the type of media to be used to advertise the availability of this housing)

- ☐ Newspaper/Publications ☐ Radio ☐ TV ☐ Billboards ☐ Other (specify) _____

Name of Newspaper, Radio or TV Station	Racial/Ethnic Identification of Readers/Audience	Size/Duration of Advertising

4b. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster

- (1) Will brochures, letters, or handouts be used to advertise? ☐ Yes ☐ No If "Yes", attach a copy or submit when available.
- (2) For project site sign, indicate sign size _____x_____; Logo type size _____x_____. Attach a photograph of project sign or submit when available.
- (3) HUD's Fair Housing Poster must be conspicuously displayed wherever rentals take place. Fair Housing Posters will be displayed in the:
- ☐ Sales Office ☐ Real Estate Office ☐ Model Unit ☐ Other (specify) _____

Affirmative Fair Housing Marketing Plan Summary

- 4c. Community Contacts. To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below that are located in the housing market area. If more space is needed, attach an additional sheet. Notify the Commission or Housing Authority of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations.
(Provide all requested information.)

Name of Group or Organization	Racial/Ethnic Identification	Approximate Date (mm/dd/yyyy)	Person Contacted or to be Contacted

Address & Phone Number	Method of Contract	Indicate the specific function the Group / Organization will undertake in implementing the marketing program

5. Reserved

6. Experience and Staff Instructions (See instructions)

6a. Staff has affirmative marketing experience ☐ Yes ☐ No

6b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing.

7. Additional Considerations. Attach additional sheets as needed.

8. Changes and Revisions. By signing this form, the applicant agrees to assume full responsibility for the plan's implementation and after appropriate consultation with the Commission or Housing Authority, to change any part of the plan covering the homeownership project to ensure continued compliance with the Commission or Housing Authority Affirmative Marketing requirements.

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Title & Name of Company

Instructions

The Affirmative Fair Housing Marketing Plan requires that each applicant subject to these requirements carry out an affirmative program to attract prospective buyers of all minority and non-minority groups in the housing market area regardless of race, color, national origin, sex, religion, marital and familial status, disability, medical condition, sexual orientation, or ancestry. These groups include White, members of minority groups, i.e., Black, American Indian/Alaskan Native, Hispanic or Latino, Asian, Native Hawaiian or Other Pacific Islander, person with disabilities, families with children, or persons with different religious affiliations in the housing market area who may be subject to housing discrimination on the basis of race, color, national origin, sex, religion, marital and familial status, disability, medical condition, sexual orientation, or ancestry. The applicant shall describe on this form the activities it proposes to carry out during advance marketing, where applicable, and the initial rent-up period. The affirmative marketing program also should ensure that any group(s) of persons normally not likely to purchase the housing without special outreach efforts know about the housing, feel welcome to apply and have the opportunity to rent.

Part 1 – Applicant and Project Identification. The applicant may obtain Census Tract location information, item 1h, from local planning agencies, public libraries and other sources of census data. For item 1f, specify approximate starting date of marketing activities to the groups targeted for special outreach and the anticipated date of initial occupancy. Item 1i is to be completed only if the applicant is not to implement the plan on its own.

Part 2 – Type of Affirmative Marketing Plan. Applicants for multifamily projects are to submit a marketing plan which describes the marketing program for the particular project or subdivision. The plan should also indicate the racial composition of the housing market area in which the housing will be (is) located. Scattered site builders are to submit individual annual plans based on the racial composition of each type of census tract. For example, if a builder plans to construct units in both minority and non-minority census tracts, separate plans shall be submitted for all of the housing proposed for both types.

Part 3 – Direction of Marketing Activity. Considering factors such as the price of housing, the racial/ethnic characteristics of the neighborhood in which housing is (or is to be) located, the population within the housing market area, or the disability or familial status of the eligible population, public transportation routes, etc., indicate which group(s) you believe are least likely to apply without special outreach efforts.

Part 4 – Marketing Program. The applicant shall describe the marketing program to be used to attract all segments of the eligible population, especially those groups designated in the Plan as least likely to apply without special outreach efforts. The applicant shall state: the type of media to be used, the names of newspapers/call letters of radio or TV stations; the identity of the circulation or audience of the media identified in the Plan (e.g., White, Black or African American, Hispanic or Latino, Asian, American Indian/Alaskan Native, Native Hawaiian or Other Pacific Islander, persons with disabilities, families with children, and religious affiliation) and the size or duration of newspaper advertising or length and frequency of broadcast advertising. Community contacts include individuals or organizations that are well known in the project area or the locality and that can influence persons within groups considered least likely to apply. Such contacts may include, but need not be limited to: neighborhood, minority and

women's organizations, faith-based or other community based organizations, labor unions, employers, public and private agencies, disability advocates, and individuals who are connected with these organizations and/or are well-known in the community.

Part 5 – Reserved

Part 6 – Experience and Staff Instructions.

- a. Indicate whether the applicant has previous experience in marketing housing to group(s) identified as least likely to apply for the housing without special outreach efforts.
- b. Describe the instructions and training given to sales staff. This guidance to staff must include information regarding Federal, State and local fair housing laws and this Plan. Copies of any written materials should be submitted with the Plan, if such materials are available.

Part 7 – Additional considerations. In this section describe other efforts not previously mentioned which are planned to attract persons in either those groups already identified in the Plan as least likely to purchase the housing without special outreach efforts.

Part 8 – The applicant's authorized agent signs and dates the Plan. By signing the Plan, the applicant assumes full responsibility for its implementation. The Commission or Housing Authority may at any time monitor the implementation of the Plan and request modification in its format or content, where the Commission or Housing Authority deems necessary.

Notice of Intent to Begin Marketing. No later than 90 days prior to the initiation of marketing activities, the applicant with an approved Plan shall submit written notice of intent to begin marketing. The notification is required by the Affirmative Fair Housing Marketing Plan Compliance requirements.

Affirmative Fair Housing Marketing Certification

Project Name: _____

Address: _____

I, the undersigned, on behalf of _____ hereby certify under penalty of perjury that the marketing efforts for the above-named project is or have been conducted in complete adherence to the Affirmative Marketing Plan dated _____ as previously accepted and approved by the Los Angeles County Community Development Commission/Housing Authority.

Signature of Property Owner or Designee

(Name) _____

(Title) _____

(Date) _____